



Putting
Children
First

BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

- Christina Pritchett, President (Trustee Area 3)*
- Leticia Garcia, Vice President (Trustee Area 2)*
- Chinua Rhodes, Second Vice President (Trustee Area 5)*
- Lisa Murawski (Trustee Area 1)*
- Jamee Villa (Trustee Area 4)*
- Darrel Woo (Trustee Area 6)*
- Lavinia Grace Phillips (Trustee Area 7)*
- Liam McGurk, Student Member*

Thursday October 6, 2022

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms

5735 47th Avenue

Sacramento, CA 95824

AGENDA

2022/23-6

Allotted Time

4:30 p.m. **1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

**2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE
DISCUSSED IN CLOSED SESSION**

3.0 CLOSED SESSION

While the Brown Act creates broad public access rights to the meetings of the Board of Education, it also recognizes the legitimate need to conduct some of its meetings outside of the public eye. Closed session meetings are specifically defined and limited in scope. They primarily involve personnel issues, pending litigation, labor negotiations, and real property matters.

- 3.1 *Government Code 54956.9 - Conference with Legal Counsel:*
 - a) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (Three Potential Cases)*
 - b) *Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9 (One Potential Case)*
 - c) *Existing litigation pursuant to subdivision (d)(1) of government code section 54956.9 (OAH number: 2022080223)*

3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)*

3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release*

- 3.4 *Government Code 54957 – Public Employee Appointment*
 - a) *Chief Academic Officer*
 - b) *Principal, Rosa Parks K-8*
 - c) *Principal, Sam Brannan Middle School*
 - d) *Principal, School of Engineering and Sciences*

6:30 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

- 4.1 *The Pledge of Allegiance*
- 4.2 *Broadcast Statement*
- 4.3 *Stellar Students Soren Bremby and Emily Le both Seniors from West Campus High School, to be introduced by Member Villa*

6:35 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:40 p.m. **6.0 AGENDA ADOPTION**

6:45 p.m. **7.0 PUBLIC COMMENT 15 minutes**

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

8.0 SPECIAL PRESENTATION

- 7:00 p.m. 8.1 *Approve Resolution No. 3287: Recognition of Filipino American History Month (Darrel Woo)* **Action**
5 minute presentation
5 minute discussion

- 7:10 p.m. 8.2 *Approve Resolution No. 3288: Recognition of the Week of the School Administrators, October 9-15, 2022 (Cancy McArn, Tuan Duong, and Aprille Shafto)* **Action**
5 minute presentation
5 minute discussion

- 7:20 p.m. 8.3 *Approve Resolution No. 3289: Recognition of National School Lunch Week, October 10-14, 2022 (Rose F. Ramos and Diana Flores)* **Action**
5 minute presentation
5 minute discussion

9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

- 7:30 p.m. 9.1 *Bond Oversight Committee Measures Q and R Annual Report 2021-2022 (Rose F. Ramos)* **Information**
10 minute presentation
5 minute discussion

7:45 p.m.	9.2	<i>Facilities Master Plan Update (Rose F. Ramos)</i>	Information 10 minute presentation 10 minute discussion
10.0 PUBLIC HEARING			
8:05 p.m.	10.1	<i>Public Hearing on Resolution No. 3290: Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Hiram Johnson High School Athletic Fields (Nathaniel Browning)</i>	First Reading 10 minute presentation 10 minute discussion
8:25 p.m.	11.0	COMMUNICATIONS	
	11.1	<i>Employee Organization Reports:</i>	Information
		<ul style="list-style-type: none"> ▪ SCTA ▪ SEIU ▪ TCS ▪ Teamsters ▪ UPE 	SCTA – 15 minutes SEIU – 3 minutes TCS – 3 minutes Teamsters – 3 minutes UPE – 3 minutes
8:52 p.m.	11.2	<i>District Advisory Committees:</i>	Information 3 minutes each
		<ul style="list-style-type: none"> ▪ Community Advisory Committee ▪ District English Learner Advisory Committee ▪ Local Control Accountability Plan/Parent Advisory Committee ▪ Student Advisory Council ▪ African American Advisory Board 	
9:07 p.m.	11.3	<i>Superintendent’s Report (Jorge A. Aguilar)</i>	Information 5 minutes
9:12 p.m.	11.4	<i>President’s Report (Christina Pritchett)</i>	Information 5 minutes
9:17 p.m.	11.5	<i>Student Member Report (Liam McGurk)</i>	Information 5 minutes
9:22 p.m.	11.6	<i>Information Sharing By Board Members</i>	Information 10 minutes
9:32 p.m.	12.0	CONSENT AGENDA	Action 2 minutes
		<i>Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.</i>	

12.1 Items Subject or Not Subject to Closed Session:

- 12.1a *Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Rose F. Ramos)*
- 12.1b *Approve Personnel Transactions (Cancy McArn)*
- 12.1c *Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of July 2022 through September 2022 (Cancy McArn)*
- 12.1d *Approve C.K. McClatchy High School Meadows Debate Tournament Field Trip in Las Vegas, Nevada October 27-30, 2022 (Lisa Allen and Tuan Duong)*
- 12.1e *Approve Consolidated Application (ConApp) 2022-23 Spring Report and LCAP Addendum (Kelley Odipo)*
- 12.1f *Approve Resolution No. 3290: Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Hiram Johnson High School Athletic Fields (Nathaniel Browning)*
- 12.1g *Approve Resolution No. 3291: Resolution of Intention to Convey Public Safety Easement Entitlements to the City of Sacramento for a New Woodbine Elementary Fire Hydrant (Rose F. Ramos and Nathaniel Browning)*
- 12.1h *Approve Revision of Board Policy (BP 5141.21) Administering Medication and Monitoring Health Conditions (Victoria Flores)*

9:34 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *October 13, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *November 3, 2022 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*

9:36 p.m. **14.0 ADJOURNMENT**

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item will be available on the District's website at www.scusd.edu



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1

Meeting Date: October 6, 2022

Subject: Approve Resolution No. 3287: Recognition of Filipino American History Month

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Board of Education Office

Recommendation: Approve Resolution No. 3287 Recognition of Filipino American History Month

Background/Rationale: Filipino Americans are the second-largest Asian American group in the nation and the third-largest ethnic group in California, after Latinos and African Americans. The celebration of Filipino American History Month in October commemorates the first recorded presence of Filipinos in the continental United States, which occurred on October 18, 1587, when “Luzones Indios” came ashore from the Spanish galleon Nuestra Senora de Esperanza and landed at what is now Morro Bay, California.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Resolution No. 3287

Estimated Time of Presentation: 5 minutes

Submitted by: Darrel Woo, Trustee Area 6, Board of Education

Approved by: Jorge A. Aguilar, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. 3287

In Recognition of October 2022 as Filipino American History Month

- WHEREAS** this is an appropriate time to promote and reflect on the richness of Filipino and Filipino American history and culture and to provide all Americans with the opportunity to learn, honor, and appreciate Filipino American identity and their historic and social contributions to the fabric of the United States of America; and
- WHEREAS** it is necessary to instill in our youth the importance of education, history, and self-determination in creating eminent role models, in establishing a proud cultural identity, and producing exceptional citizens of this nation; and
- WHEREAS** the earliest documented evidence of Filipinos in the continental United States occurred on October 18, 1587, when mariners under Spanish command, referred to as “Luzones Indios”, landed in Morro Bay, California; and
- WHEREAS** the Filipino American National Historical Society (FAHNS) recognizes the year 1763 as the date of the first permanent Filipino settlement in the United States in Saint Malo, Louisiana; and
- WHEREAS** today, the Filipino American community is the third largest Asian American group in the United States, with an estimated population of 4,200,000 people, second largest Asian American group in California; and
- WHEREAS** the Filipino American National Historical Society established Filipino American History Month in 1988 and subsequently, every October, many communities throughout the United States and its territories have celebrated this occasion, not only to commemorate the anniversary of the presence of the first Filipinos in US soil and to observe its heritage, but also to recognize the social, intellectual, and economic contributions of Filipinos and Filipino Americans in this country; and
- WHEREAS** the California Department of Education first recognized October as Filipino American History Month in 2006 by placing it on its celebrations calendar, the 111th Congress of the United States recognized it in November 2009, and the California State Legislature recognized it in September 2017; and
- WHEREAS** Filipino American servicemen and servicewomen have a longstanding history of sacrifice and service towards protecting and defending this country in the Armed Forces; and
- WHEREAS** immigrants from the Philippines and their families truly have enriched our nation, state, and city through their work and contributions in agriculture, their service in the Armed Forces, their offerings, skills and expertise as engineers, scientists, entrepreneurs, accountants, teachers, lawyers, nurses, and doctors, and their participation in public offices, civic affairs, and community activities; and
- WHEREAS** preserving our Filipino communities throughout California and the United State is critical to the preservation of Filipino culture, history, traditions, and heritage and to the preservation of our state and national history as well as our local, state, and national future; and
- WHEREAS** the 20,000+-strong Filipino Community plays a vital role in the city of Sacramento’s rich history, thereby helping to shape its development and landscape; and

NOW, THEREFORE, BE IT RESOLVED SCUSD recognizes the celebration of Filipino American History Month in October 2022 a testament to the advancement of Filipino Americans; a time to reflect on and remember the many notable contributions that Filipino Americans have made to the United States; and a time to renew efforts toward the research and examination of history and culture so as to provide an opportunity for all people of the United States to learn more about Filipino Americans and to appreciate the historic contributions of Filipino Americans to the United States.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of October 2022, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Christina Pritchett
President of the Board of Education

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.2

Meeting Date: October 6, 2022

Subject: Approve Resolution No. 3288: Recognition of the Week of the School Administrators, October 9-15, 2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Human Resource Services

Recommendation: Approve Resolution No.3288: Recognition of the Week of the School Administrators, October 9-15, 2022

Background/Rationale: We know that our courageous educators lead outstanding schools; we are honored to recognize the week of October 9-15, 2022 as the Week of the School Administrators. We are pleased to offer this spotlight to our administrators for their endless commitment to our school community and the scholars we serve. Throughout the school year, these educators assume the commitment to lead our young people to a prosperous future. They support and guide quality teachers and staff resulting in productive learning environments for our children.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Resolution No. 3288

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Ed.D. Chief Human Resources Officer

Approved by: Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT BOARD OF EDUCATION**

RESOLUTION No. 3288

**RECOGNITION OF OCTOBER 9-15, 2022 as the
WEEK of the SCHOOL ADMINISTRATORS**

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator”; and

WHEREAS, an educated public serves as the foundation of our democracy; and

WHEREAS, our school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, our administrators touch, mold, and mentor so many lives with a lasting effect; and

WHEREAS, excellence in our State and District begins with our administrators; and

WHEREAS, the administrators overcome obstacles and challenges daily to make a difference in the lives of students, families, and staff.

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education commends our administrators and encourages parents and the community to recognize the efforts of principals as we celebrate the week of October 9-15, 2022, as the Week of the School Administrators.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of October 2022, by the following vote:

AYES :

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

Jorge A. Aguilar
Superintendent

Christina Pritchett
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.3

Meeting Date: October 6, 2022

Subject: Approve Resolution No.3289: Recognition of National School Lunch Week, October 10-14, 2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Approve Resolution No.3289: Recognition of October 10-14 as Week of National School Lunch

Background/Rationale: The National School Lunch Program (NSLP) serves more than 30 million children every school day. President John F. Kennedy created National School Lunch Week (NSLW) in 1962 to promote the importance of a healthy school lunch in a child’s life and the impact it has inside and outside of the classroom are led by our courageous staff; we are honored to recognize the week of October 10-14, 2022 as the Week of the School National School Lunch.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Resolution No. 3289

Estimated Time of Presentation: 5 minutes

Submitted by: Rose F. Ramos, Chief Business and Operations Officer
Diana Flores, Executive Director, Nutrition Services

Approved by: Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT BOARD OF
EDUCATION**

RESOLUTION No. 3289

**RECOGNITION OF OCTOBER 10-14, 2022 as
WEEK of NATIONAL SCHOOL LUNCH**

WHEREAS, the national school lunch program helps make it possible for our young people to enjoy some lunch rich in the essential elements of a good diet, and helps them to learn the benefits to be derived from good nutrition; and

WHEREAS the serving of a nutritious lunch to 16 million children daily, in 68,000 schools, entails the consumption of foods from the entire range and variety of items that are so abundantly and efficiently produced by our farmers, and

WHEREAS the national school lunch program represents one of the Nation's best examples of a cooperative Local-State-Federal partnership for the benefit of a most important segment of our population; and

WHEREAS in order to gain recognition from citizens and civic groups for the work of the national school lunch program, the Congress, by a joint resolution approved October 9, 1962 (76 Stat. 779), has designated the seven-day period beginning on the second Sunday of October in each year as National School Lunch Week, and has requested the President to issue annually a proclamation calling for the observance of that week:

NOW, THEREFORE, BE IT RESOLVED, SCSUD would like to recognize October 10-14, 2022 as National School Lunch Week.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of October 2022, by the following vote:

AYES :

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

Jorge A. Aguilar
Superintendent

Christina Pritchett
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1

Meeting Date: October 6, 2022

Subject: Bond Oversight Committee Measures Q and R Annual Report 2021-2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facilities Support Services

Recommendation: Board to receive the 2021-2022 Measures Q and R Bond Oversight Committee's report.

Background/Rationale: The Bond Oversight Committee for Measures Q and R is comprised of community members who are committed to improving the school facilities in which our children learn, and overseeing the District's fiscal oversight duty to the voters. The Committee oversees the District's expenditure of bond proceeds by reviewing expenditure reports produced by the District to ensure bond proceeds are expended only for the purpose set forth in the ballot measure and that no bond proceeds are used for any teacher or administrative salaries or other operating expenses. The Committee works with an independent auditor, conducts research, and conducts site visits (this year the Committee met regularly virtually-site visits have since resumed) to guarantee these duties are fulfilled. The Committee meets four times a year. One of the requirements of this Committee is to present an annual report to the Board of Education.

Financial Considerations: None

LCAP Goal(s): College and Career Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Executive Summary

Estimated Time of Presentation: 10 minutes

Submitted by: Rose F. Ramos, Chief Business Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Facilities Support Services

Bond Oversight Committee Measures Q and R Annual Report 2021-2022

October 6, 2022



I. OVERVIEW / HISTORY

Proposition 39 General obligation bonds require the appointment of a Bond Oversight Committee (BOC). The BOC oversees the expenditure of money for the construction, repair, and modernization of schools by the District. The BOC communicates its finding to the Board and the public in order to ensure that school bond funds are invested as the voters intended and that projects are completed wisely and efficiently.

To guarantee this, the Committee works with an independent auditor and conducts research, surveys and site visits (the Committee met virtually this last year but has since resumed in-person meetings) at the district and school site level. The BOC typically meets four times a year. During the meetings, the committee will listen to reports from staff and consultants summarize the status of projects in progress. At some point during the year, a financial audit and a performance audit is presented for the Committee's review. Once a year, the Committee presents a year-end report to the Board of Education.

II. DRIVING GOVERNANCE

California Constitution (Article 13A)

Education Codes 15264

Board Policy 7210

III. BUDGET

N/A

IV. GOALS, OBJECTIVES, AND MEASURES

The Sacramento City Unified School District's Bond Oversight Committee is to inform the Board and the public regarding the expenditure of general obligation bond funds.

V. MAJOR INITIATIVES

N/A

VI. RESULTS

The Committee has prepared a presentation/report to the Board of Education regarding expenditures from Measures Q and R funds for the 2021-2022 fiscal year.

VII. LESSONS LEARNED / NEXT STEPS

Board of Education to receive the report.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.2

Meeting Date: October 6, 2022

Subject: Facilities Master Plan Update

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facility Support Services

Recommendation: Receive update on status of Facilities Master Plan implementation (FMP), the FMP was approved by the Board of Education in October 2021.

Background/Rationale: A Facilities Master Plan (FMP) is a collection of data that serves as a basis for planning future facilities improvements, providing a rationale to the school community and public for the use of capital project funds. The data most readily utilized in traditional master plans is current facilities use and enrollment or capacity trends in district facilities. Unfortunately, this can lead to the prioritization of capital improvement funds being spent in affluent neighborhoods that have enrollment growth while historically marginalized neighborhoods witness continued disinvestment.

The Sacramento City Board of Education witnessed previous capital project dollars that were spent inequitably and directed staff to develop “a clear system of accountability to the public including...the development of internal District equity indices to help identify funding priorities based on level of need” (Board Resolution 3113, 2019). This created an equity framework to prioritize capital projects in marginalized neighborhoods.

The Board passed the equity-based Facilities Master Plan in October 2021 that called for the funding of major modernizations in neighborhoods that had been previously overlooked. This Board presentation provides the Board and community an update on how the Facilities Master Plan has been used over the first year of implementation to address previous inequities in capital project funding.

Financial Considerations: The District's Facilities Master Plan (FMP) provides the assessments, educational planning assessment, vision, and criteria to develop the capital project priority list.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Engagement; Operational Excellence

Documents Attached:

1. Executive Summary

Estimated Time of Presentation: 10 minutes

Submitted by: Rose F. Ramos, Chief Business and Operations Officer

Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Facilities Support Services

Facilities Master Plan Update

October 7, 2021



I. OVERVIEW / HISTORY

The District issued a Request for Proposal on February 15, 2019. After a competitive selection process, DLR Group was selected as the planning team most qualified to perform the work. On June 20, 2019, The Board approved a contract with the DLR Group (DLR) to prepare the District's 5-year Facilities Master Plan (FMP). The District's FMP is defined as a collection of data that serves as a basis for planning future facility improvements, providing a rationale to the school community and public for the use of capital project funds and facility initiatives. DLR was asked to assess all District sites in the areas of energy, HVAC systems, technology, security, and educational adequacy. These assessments form the basis for the Facilities Condition Index (FCI). DLR was also asked to prepare an equity index and project priority methodology, to help prioritize capital improvement projects.

Over the last two years, the DLR team walked all District sites with Facilities Staff and met with site leadership. The Facilities condition assessments and the energy audits for each site are complete. These assessments have been placed in "School Dude," the District's maintenance software program.

DLR has conducted several meetings with District Leaders and led several workshops with the Core Planning Group (CPG) and the Steering Committee, which concluded in June 2021. DLR has created a web-accessible database showing the potential improvements to each school site, the underlying project costs, and the combined costs for the overall program. An "equity index" and four guiding principles were developed in three workshops with the Core Planning Group, conducted by RSS Consulting. The index includes information about District neighborhoods, student need, and the FCI. The resulting product is a set of three criteria which will be used to prioritize projects.

In August of 2021, five online Community Forums were held to share the progress of the FMP and obtain stakeholder feedback. At the September 8, 2021 Special Board Meeting staff conducted a FMP workshop and shared stakeholder feedback. The September 8, 2021 FMP workshop provided additional information with a focus on the Facilities Condition Index, equity index, project priority criteria, and next steps for the program.

At the October 7, 2021 Board Meeting, staff will share additional information on the FMP.

II. DRIVING GOVERNANCE

Board Policy 7110 states:

The Superintendent or designee shall develop and maintain a master plan for district facilities. This plan shall describe the district's anticipated school facilities needs and priorities. It shall also identify funding sources and timelines for building. The plan shall be reviewed at regular intervals specified within the plan.

The plan shall be based on an assessment of the district's short and long-term facility needs, considering:

Board of Education Executive Summary

Facilities Support Services

Facilities Master Plan Update

October 7, 2021



1. The District's educational goals
2. Current and projected educational program requirements
3. Student safety and welfare
4. An evaluation of existing buildings and needs for modernization, renovation, and new construction
5. Estimated costs associated with meeting the district's facility needs
6. The community's social, economic, and political characteristics
7. State planning standards and local zoning requirements
8. Current and projected school enrollments for each grade level, based on residential housing growth patterns in accordance with city/county general plans and other demographic factors

III. BUDGET

The Facilities Master Plan will help the District prioritize capital improvement projects.

IV. GOALS, OBJECTIVES, AND MEASURES

To provide safe, environmentally adaptable, modern schools and playfields.

V. MAJOR INITIATIVES

The Facilities Condition Assessment and equity index are complete. The equity index includes demographic data from District neighborhoods and student data from the Local Control and Accountability Plan (LCAP). Three criteria have been developed to guide the District in prioritizing facility projects.

VI. RESULTS

District Staff has completed the facilities plan, a data-driven approach to prioritizing projects for implementation that includes the condition of existing buildings and/or infrastructure, student needs as identified in the LCAP, need for adequate space to accommodate programs, demographic data, and an analysis of capacity needed to serve the future student population.

VII. LESSONS LEARNED / NEXT STEPS

1. Incorporate input from the Community Forums, which concluded in August 2021;
2. Share the facilities planning website, which includes facilities assessments, a detailed educational plan for each site, and the project priority methodology;
3. Present and seek input from the Board in the second sharing of the master planning process;
4. Seek Board approval of the District's Facilities Plan in the Fall, 2021;
5. Initiate a first set of projects for the Board's consideration



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1

Meeting Date: October 6, 2022

Subject: Public Hearing for Resolution No. 3290: Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Hiram Johnson High School Athletic Fields

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facilities Support Services

Recommendation: Provide a Public Hearing on Resolution No. 3290, which Conveys Utility Easement Entitlements to the Sacramento Municipal Utilities District (SMUD) for Hiram Johnson High School athletic fields.

Background/Rationale: The District is renovating the Hiram Johnson High School athletic fields and SMUD has jurisdiction over the electrical distribution facilities to serve that site. SMUD requires a utility easement to provide electrical services to Transportation Services.

Pursuant to Education Code 17557, the District adopted Resolution No. 3285 at its September 15, 2022, Board of Education Meeting. Resolution No. 3285, declared the District's intention to convey certain District property located at 6879 14th Ave, Sacramento, CA 95820, to SMUD for a utility easement.

Pursuant to Education Code 17558, copies of the adopted Resolution No. 3041 are posted in three public places within the District and a Notice of Public hearing was published in the Sacramento Bee on September 27, 2022.

Financial Considerations: None

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Notice of Public Hearing
2. Executive Summary

Estimated Time of Presentation: 10 minutes

Submitted by: Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

Sacramento City Unified School District
Compliance with Education Code Article 15 [17556-17561] Dedication of Real Property

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a
Public Hearing will be held as follows:

Topic of Hearing:

**Resolution No. 3290: Resolution to Convey Utility Easement Entitlements to the Sacramento
Municipal Utilities District for Hiram Johnson High School Athletic Fields**

Copies of this resolution may be inspected at:

**Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824**

**Hiram Johnson High School
3101 Redding Ave
Sacramento, CA 95820**

**SCUSD Maintenance Office
425 1st Ave
Sacramento, CA 95818**

The Sacramento City Unified School District Governing Board will consider adoption of a
Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities
District for Hiram Johnson High School

HEARING DATE: Thursday, October 6, 2022

TIME: 6:30 p.m.

LOCATION: Serna Educational Center
5735 47th Avenue
Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: SCUSD Facilities Support Services Department
(916) 643-9233

Board of Education Executive Summary

Facilities Support Services

Public Hearing for Resolution No. 3290: Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Hiram Johnson High School Athletic Fields
October 6, 2022



I. Overview/History of Department or Program

The District is currently in the construction phase for the athletic fields at Hiram Johnson High School, located at 6879 14th Ave, Sacramento, CA. During this phase, the District is working with local jurisdictions to provide necessary infrastructure. The Sacramento Municipal Utilities District (SMUD), has jurisdiction over the electrical distribution facilities that serve Hiram Johnson High School athletic fields. SMUD requires a utility easement for it to provide additional electrical services to this facility.

To initiate the process for a utility easement, Education Code 17557 specifies that the District has to provide a resolution of its intention to dedicate real property. On the September 15, 2022, Board of Education Meeting, the Governing Board adopted Resolution No. 3285 which declared the District's intention to convey District property located at 6879 14th Ave, Sacramento, CA 95820, to SMUD for a utility easement.

Thereafter, Pursuant to Education Code 17558, copies of Resolution No. 3285 were posted in three public places within the District and a Notice of Public Hearing was published in the Sacramento Bee on September 27, 2022.

II. Driving Governance:

Education Code Article 15 §17556-17561

III. Budget:

N/A

IV. Goals, Objectives and Measures:

Convey Utility Easement Entitlements to SMUD to provide additional electrical services to Hiram Johnson High School athletic fields.

V. Major Initiatives:

N/A

VI. Results:

The Transportation Services facility upon completion will have adequate electrical services provided by SMUD to run its operations.

VII. Lessons Learned/Next Steps:

Adopt Resolution No. 3290, which conveys Utility Easement Entitlements to SMUD for Hiram Johnson High School athletic fields.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1a

Meeting Date: October 6, 2022

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects
5. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose F. Ramos, Chief Business Officer

Robert Aldama, Interim Purchasing Manager

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

YOUTH DEVELOPMENT

Expanded Learning Program 2022/23

New Contract:

Yes

No

8/1/22 – 6/30/23: Four providers will develop, maintain and sustain expanded learning programming for the 2022/23 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.

2022/23 Expanded Learning Contracts

Rose Family Creative Empowerment Center, SA23-00201

Sites served: Edward Kemble and Ethel Baker

\$567,912.06

ASES Funds

\$120,000

21st Century Comm Funds

\$368,663.94

2021-2022 Expanded Learning Opportunities Program Grant

\$1,056,576

Total

Center for Fathers and Families, SA23-00276

Sites served: Bret Harte, James Marshall, Mark Twain and Rosa Parks

\$581,925.33

ASES Funds

\$254,784.10

2021-2022 Expanded Learning Opportunities Program Grant

\$836,709.43

Total

St. Hope Public Schools, SA23-00253

Sites served: 47 elementary schools

\$254,500

21st Century Comm Funds

Roberts Family Development Center, SA23-00202

Sites served: 35 school sites

\$129,201.43

ASES Funds

\$150,525.23

21st Century Comm Funds

\$120,521.34

2021-2022 Expanded Learning Opportunities Program Grant

\$400,248

Total

EXPENDITURE AND OTHER AGREEMENTS

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
Solution Tree SA23-00083	Agreement for 3-year plan to purchase Solution Tree products and services.	YEAR 1: \$667,600
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SCUSD will purchase Solution Tree products and services ("Services") centered around PLC at Work® ("PLC at Work®") and project administration services ("Project Administration Services"). Year 1 for 2022-2023 will be serving H.W. Harkness and Elder Creek Solution Tree will match each School with a certified PLC at Work® Associate ("Coach") who will coordinate the Services for the assigned School. Solution Tree will assign a Project Lead ("Project Lead") to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to SCUSD.	General Funds
Nu Art Education, Inc. dba NorCal School of the Arts SA23-00225	10/1-22 – 5/31/23: Nu Art Education, Inc. dba NorCal School of the Arts will provide 20 weeks of Theater Arts & SEL-integrated programming and classroom teacher professional development services to 140 classrooms serving between 3,600 and 4,000 students at all SCUSD elementary school and Title I Middle and High schools.	\$645,000 ESSER III Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Through Theater Arts & SEL engagement, students will utilize their creativity, learn collaboration and communication skills, learn self-advocacy, and engage in the Social Emotional Learning signature practices to address social emotional health. Each lesson will incorporate the Visual and Performing Arts (VAPA), Social Emotional Learning (SEL), and English Language Arts (ELA) standards. Teaching artists will support classroom teachers to provide artistic teaching strategies to promote student creativity, decrease student anxiety and depression and help students regain connection to self and community. The National Health Council conducted a recent study that showed younger populations including teens and young adults (<25) are being hit particularly hard by anxiety and depression as a result of the pandemic, and at a higher rate than any other age group. 80% of screened study participants in this age group had symptoms of anxiety and 90% were also experiencing symptoms of depression.	

Studies also show disproportionate impacts on students living in poverty and students of color.

NorCal School of the Arts piloted the Theater Arts & SEL-integrated program in Fall of 2020 in 70 classrooms, providing professional development for 67 classroom teachers. The program was a success in providing theater arts & SEL strategies for teachers to engage students in the virtual classroom. Weekly assessments as well as final surveys from participating classroom teachers after the Fall 2020 program revealed the following key takeaways: teachers found substantive value in the course, student engagement increased and had positive impacts, and that similar offerings should be continued. Teachers expressed overwhelmingly that students participated in breakout sessions and were engaged more throughout the rest of the week. Teachers also responded that the program improved engagement and interaction among students. 82% of teachers in the 2020 pilot have asked to participate in the 2022/23 program.

FACILITIES DEPARTMENT

Johnson Controls Inc. R23-00792	Metasys (HVAC Control Upgrade) 1 at Leataata Floyd, Sol Aureus and Caleb Greenwood. JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at Leataata Floyd, Sol Aureus and Caleb Greenwood.	\$792,582.05 ESSER III Funds
------------------------------------	---	---------------------------------

New Contract:

Yes

No

Johnson Controls Inc. R23-00793	Metasys (HVAC Control Upgrade) 1 at Caroline Wenzel, Hollywood Park and John Cabrillo. JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at Caroline Wenzel, Hollywood Park and John Cabrillo.	\$771,321.70 ESSER III Funds
------------------------------------	---	---------------------------------

New Contract:

Yes

No

Johnson Controls Inc. R23-00794	Metasys (HVAC Control Upgrade) 1 at Phoebe Hearst, Pony Express and Theodore Judah. JCI will be removing, install and update building automation system to improve efficiencies in ventilations system at Phoebe Hearst, Pony Express and Theodore Judah.	\$808,285.58 ESSER III Funds
------------------------------------	---	---------------------------------

New Contract:

Yes

No

TECHNOLOGY DEPARTMENT

Softchoice R23-01640	11/1/22 – 10/31/23: District-wide licensing renewal for Microsoft software products including Office, O365, MS SQL, and Windows. Purchasing Services has found it is in the best interest of the District to utilize the California Information Technology in Education (CITE) and Microsoft Strategic Alliance (CAMSA) program. This statewide purchasing contract has served as a master purchasing vehicle for K-12 educational institutions in California and has saved the district approximately \$20,000 per year.	\$174,054.20 General Funds
-------------------------	---	-------------------------------

New Contract:

Yes

No

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Nutrition Services, Abraham Lincoln Elem, John Sloat Elem.	<p>BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p> <p>STATUS: The District has determined these items are not repairable nor usable.</p> <p>RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
Items	
Computers (9 each) Chromebooks (12 each) POS Computers (65 each) Laptops (6 each) Monitor (9 each) Printer (1 each) Cameras (2 each) Keyboards (2 each)	
TOTAL VALUE	
\$0.00	
DISPOSAL METHOD	

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0570-409, American Legion Roof Replacement

Bids received: September 22, 2022

Recommendation: Award to MCM Roofing

Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
MCM Roofing	McClellan, CA	\$498,000
Commercial Waterproofing	Santa Ana, CA	\$639,000
Best Contracting Services	Gardena, CA	\$649,000

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: Fern Bacon, Albert Einstein, John Still ES HVAC Replacement

Recommendation: Lease-Leaseback contract for preconstruction services of \$2,500 per site were awarded at the June 9, 2022 Board of Education Meeting. Approve Amendment No. 1 to Swinerton Builders Lease-Leaseback Agreement authorizing construction in the amount of \$4,929,574.

Amount/Funding: \$4,929,574; ESSER II Funds

Project: Rosa Parks and Leonardo da Vinci HVAC Replacement

Recommendation: Lease-Leaseback contract for preconstruction services of \$6,500 were awarded at the June 9, 2022 Board of Education Meeting. Approve Amendment No. 1 to S+B James Construction California, Inc. Lease-Leaseback Agreement authorizing construction in the amount of \$3,870,889.

Amount/Funding: \$3,870,889; ESSER II Funds

Project: Kit Carson HVAC Replacement

Recommendation: Lease-Leaseback contract for preconstruction services of \$15,000 were awarded at the August 11, 2022 Board of Education Meeting. Approve Amendment No. 1 to CORE Construction, Inc. dba Core Construction Management Lease-Leaseback Agreement authorizing construction in the amount of \$5,138,987.

Amount/Funding: \$5,138,987; ESSER II Funds

Project: Elder Creek ES Irrigation

Recommendation: Approve change order #1 for Bothman Construction; No change to original construction amount of \$2,305,632 funded with Measure Q. Change clarifies scope of work.

Amount/Funding: No dollar change to contract.

Project: Hiram Johnson HS Baseball/Softball/Golf Facility

Recommendation: Verde Design Architectural Agreement was awarded at the April 21, 2022 Board of Education Meeting. Approve Amendment No. 1 to Verde Design's Architectural Agreement for Redesign Fees per SCUSDs request to reconcile scope and budget.

Amount/Funding: Increase of \$40,514.00; Measure Q

Project: HVAC projects

Recommendation: Vanir Construction Management Construction Management Agreement was awarded at the April 7, 2022 Board of Education Meeting. Approve Amendment No. 1 to Vanir Construction Management's Contract to decrease scope of work.

Amount/Funding: Decrease of \$184,850.00; ESSER II

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Rose Family Creative Empowerment Center

The Sacramento City Unified School District (“District” or “SCUSD”) and the Rose Family Creative Empowerment Center (“RFCEC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain programs that offer support services to John Still K-8, Parkway Elementary, Susan B. Anthony Elementary, Parkway Elementary and Luther Burbank High **schools** and recreational activities supporting the Expanded Learning programs at the above-mentioned schools during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students. The agency will serve 40 Parkway students at Phoenix Park Community Center to serve families living in Phoenix Park Apartments.

All RFCEC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFCEC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the

Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay RFCEC for direct services not to exceed **\$1,056,576.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
John Still K-8	\$292,572.00	ASES and ELOP	129
Parkway Elementary	\$272,160.00	ASES and ELOP	120*
Parkway Elementary Before School	\$47,520.00	ELOP	40
Susan B. Anthony	\$324,324.00	ASES and ELOP	143
Luther Burbank	\$120,000.00	21 st Century ASSETs	250
Total	\$1,056,576.00		

*Agency will serve 80 students at Parkway Elementary and 40 students at Phoenix Park Community Center.

Funding Distribution:

ASES Grant = \$567,912.06

21st Century ASSETs Grant = \$120,000.00

ELOP = \$368,664.00

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of **\$85,186.81** as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFCEC and each of RFCEC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, RFCEC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. RFCEC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

RFCEC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by RFCEC; (b) any act by RFCEC exposing the District to liability to others for personal injury or property damage; or (c) RFCEC is adjudged as bankrupt; RFCEC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the RFCEC's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, RFCEC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFCEC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither RFCEC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFCEC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFCEC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFCEC prior to the execution of this Agreement. RFCEC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFCEC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFCEC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity,

sexual orientation, age or marital status. RFCEC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

M. Assignment. This Agreement is made by and between RFCEC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between RFCEC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: ROSE FAMILY CREATIVE EMPOWERMENT CENTER

By: Jackie Rose _____ Date 8/8/2022
Authorized Signature

Print Name: JACKIE ROSE

Title: CEO

Agency's Public Phone Number: (916) 479-6223

Email Address: JROSE@FOCUSONFAMILY.SACRAMENTO.COM

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFCEC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Rose Family Creative Empowerment Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. RFCEC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide an "End of Year" Report on status of all outcomes and objectives.
7. Maintain and provide to the District monthly attendance and program activities records.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.

9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
11. Develop special activities and field trips for the sites individually and collectively.
12. Attend and provide monthly reports at designed meetings, monthly RFCEC meetings, monthly RFCEC Program Managers meetings, as well as other planning meetings as necessary.
13. Work collaboratively with the other outside RFCEC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
18. Provide sufficient staffing to maintain a 20:1 student/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. RFCEC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
20. Provide annual in-kind support and direct services that equates to approximately 15% of total ASES amount and such financial support to be itemized and reported bi-annually to the District.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming RFCEC regarding District expectations.

1. RFCEC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices

2. RFCEC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.

3. RFCEC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures

4. Area representatives, RFCEC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, RFCEC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, RFCEC enters this COVID-19 Addendum as RFCEC will be providing services at the school sites:

1. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFCEC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: Jackie Rose

Name and Title: JACKIE ROSE, CEO

Address: 7000 FRANKLIN BLVD, SUITE 1000

Work Phone: (916) 376-7916 Other Phone: (916) 479-6223

Email Address: J.ROSE@FOCUSONFAMILY.SACRAMENTO.COM

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Center for Fathers and Families

The Sacramento City Unified School District (“District” or “SCUSD”) and the Center for Fathers and Families (“CFF”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Center for Fathers and Families to develop, maintain and sustain programs that offer support services to **Father Keith B. Kenny, Harkness Elementary, New Joseph Bonnheim, and Oak Ridge Elementary** schools and recreational activities supporting the Expanded Learning programs at the above-mentioned schools during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All CFF employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. CFF shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscUSD.org/copy-of-after-school>
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay CFF for direct services not to exceed **\$836,709.43**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Father Keith B. Kenney After School Program	\$233,604.00	ASES & ELO Program	103
Harkness After School Program	\$219,996.00	ASES & ELO Program	97
Oak Ridge After School Program	\$206,388.00	ASES and ELO Program	91
Oak Ridge Before School Program	\$47,520.00	ELO Program	40
New Joseph Bonnheim After School Program	\$129,201.43	ASES	83
Total	\$836,709.43		

Funding Distribution:

ASES = \$581,925.33

ELOP = \$254,784.10

The final installment shall not be invoiced by CFF or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CFF shall provide documentation of **\$87,288.80** as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CFF and each of CFF employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, CFF shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. CFF will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CFF agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a

subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CFF of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CFF agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

CFF further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CFF shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by CFF; (b) any act by CFF exposing the District to liability to others for personal injury or property damage; or (c) CFF is adjudged as bankrupt; CFF makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the CFF's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, CFF agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by CFF and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CFF has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither CFF, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. CFF's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, CFF shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to CFF prior to the execution of this Agreement. CFF is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. CFF shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. CFF waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. CFF agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not

be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

M. Assignment. This Agreement is made by and between CFF and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between CFF and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: **CENTER FOR FATHERS AND FAMILIES**

By: RJJ _____ Date 9/8/2022
Authorized Signature

Print Name: Rick Jennings, II

Title: Chief Executive Officer

Agency's Public Phone Number: 916-568-3237

Email Address: ceo@cffsacramento.org

Sacramento City Unified School District and Center for Fathers and Families:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CFF site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Center for Fathers and Families shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. CFF will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide an “End of Year” Report on status of all outcomes and objectives.
7. Maintain and provide to the District monthly attendance and program activities records.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.

9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
11. Develop special activities and field trips for the sites individually and collectively.
12. Attend and provide monthly reports at designed meetings, monthly CFF meetings, monthly CFF Program Managers meetings, as well as other planning meetings as necessary.
13. Work collaboratively with the other outside CFF contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
18. Provide sufficient staffing to maintain a 20:1 student/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. CFF will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
20. Provide annual in-kind support and direct services that equates to approximately 15% of total ASES amount and such financial support to be itemized and reported bi-annually to the District.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming CFF regarding District expectations.

1. CFF and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. CFF and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. CFF will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, CFF and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, CFF/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, CFF enters this COVID-19 Addendum as CFF will be providing services at the school sites:

1. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. CFF will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: 

Name and Title: Rick Jennings, II Chief Executive Officer

Address: 920 Del Paso Blvd. Sacramento CA, 95815

Work Phone: 916-568-3237

Other Phone: _____

Email Address: ceo@cffsacramento.org

AGREEMENT FOR Transfer of Funds

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
St. HOPE Sacramento Charter High

The Sacramento City Unified School District (“District” or “SCUSD”) and St. HOPE Sacramento Charter High (“Sac High”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for transfer of funds (“Agreement”) effective on July 15, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

Sacramento City Unified School District is the fiscal agent for Sac High’s 21st Century After School Safety and Enrichment for Teens (ASSETs) Grant (Grant ID:34-14535-6743-1A). The intent of the ASSETs program is to provide high school students opportunities to expand learning, promote academic achievement and provide constructive alternatives in the hours after the instructional day. The three required elements are (1) academic assistance (2) enrichment and (3) family engagement/literacy activities. The academic and enrichment elements must provide additional support for pupils and be in alignment, but not a repeat of, the regular day academic program. The family engagement/literacy activities are for the adult family members of the pupils participating in the ASSETs program.

The total grant amount is \$254,500. According to the ASSETs grant, Sac High Expanded Learning Program (“program”) needs to serve 142 students for 176 days (Total Accumulative Attendance = 24,992) for a minimum of 15 hours per week and provide academic enrichment activities during expanded learning/after school/zero period hours. St. Hope Charter High can run programming during intersessions and summer breaks in order to meet the accumulative attendance goal.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

During the 2022-2023 school year, Sac High will hire its own staff to provide academic and enrichment activities during expanded learning/after school hours.

Both Parties have agreed that District will transfer 85% of the grant amount (\$216,325) to Sac High in four properly submitted invoices at the end of each quarter.

The District will continue acting as the fiscal agent, submit all the required reports to California Department of Education, and continue working with Sac High to provide assistance with program monitoring, quality assurance and evaluation.

In order to off-set a portion of the administrative cost and some supplemental direct services, SCUSD Youth Development Support Services shall keep 15% of the grant amount (\$38,175).

AGREEMENT

Assurances to Meet Requirements of After School Safety and Enrichment for Teens (ASSETs) Program

Program Operations – Both Parties Agree	
	The Sac High Program will serve pupils in grades 9-12, inclusive.
	The program will operate on site (Sac High).
	The program will maintain a student-to-staff member ratio of no more than 20:1. Program Coordinator should not be included in the ratio. Volunteers cannot be included in the ratio.
	The program will operate for a minimum of 15 hours per week.
	The program will provide academic assistance, enrichment, family literacy services, physical activity, and daily nutritious snack.
	The program will include an academic assistance element designed to provide tutoring, and/or homework assistance in one or more of the content subject areas such as language arts, mathematics and science.
	The program will have an educational enrichment that may include, but is not limited to: fine arts, recreation, physical fitness, and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health promotion, general recreation, career awareness and work preparation activities, community service learning, and other youth development activities based on students' needs and interests.
	The program has the option of operating either after school only or after school and during any combination of before school, weekends, summer intersession, and vacation.
	Every student attending a school operating a program is eligible to participate in the program, subject to program capacity.
	The program is not required to charge family fees or conduct individual eligibility determination based on need or income.
	The program will provide all notices, reports, statements, and records to parents or guardians in English and the student's primary language when 15 percent of the students enrolled at the school site speak a single primary language other than English as determined by language census data from the preceding year.
	The program is planned through a collaborative process that can include a variety of stakeholders such as parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
	First priority for enrollment of pupils shall be given to students experiencing homelessness and pupils identified by the program as being in foster care.
	Both parties assume the responsibility of providing staff development and training.
	Both parties assume fiscal accountability.
	The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento Charter High.

	All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and Sacramento Charter High’s policy for school personnel and volunteers at the school.
	All funds expended will supplement, but not supplant, existing funding for after school program.
	If 15 percent or more of the pupils enrolled in Sacramento Charter High speak a single primary language other than English, as determined from the census data submitted to CDE in the preceding year, all notices, reports, statements or records sent to the parent/guardian of any such pupil by the school be written in the primary language.
	The program funds will be used only for allowable costs during the grant award period.

Program Elements	
	The program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
	The program will have an educational enrichment element that may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Such activities might involve the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
	The program will provide a safe physical and emotional environment and opportunities for relationship building and will promote active student engagement.
	The program will collaborate and integrate with the regular school day program and other expanded learning opportunities.
	The program will provide a snack that conforms to the nutrition standards in the California <i>Education Code</i> , Part 27, Chapter 9, Article 2.5, commencing with Section 49430.
	The program will provide opportunities for physical activity.

Both parties agree that SCUSD will be responsible for submitting periodic reporting and accountability requirements throughout the term of the grant (1) attendance and fiscal reporting; (2) program evaluation; (3) the federal annual performance report (APR); (4) the CDE Categorical Program Monitoring (CPM) process; (5) annual audits; and (6) use of the After School Support and Information System (ASSIST) reporting.

Both parties agree to submit semi-annual attendance reports, quarterly expenditure reports, annual fiscal reporting, evaluation reports, and student outcome measures to demonstrate program effectiveness.

Both parties agree that Sac High will take student attendance in their student information system, Illuminate, and will provide attendance to SCUSD semiannually – in January 2023 and July 2023. Sac High will also provide an annual expenditure report to SCUSD.

Both parties agree that Sac High will keep all the required paperwork on file for five years for auditing purposes.

Both parties agree that no more than 5% of \$216,325 will be spent on in-direct/administrative services.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District
Date _____

AGENCY NAME: ST. HOPE SACRAMENTO CHARTER HIGH

By: Lisa Marie Ruda
Authorized Signature
Date 9/1/2022

Print Name: Lisa Marie Ruda

Title: Chief of Schools, St. Hope Public Schools

Phone: (918)740-8691

Email: lruda@sthopepublicschools.org

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
Roberts Family Development Center

The Sacramento City Unified School District (“District” or “SCUSD”) and the Roberts Family Development Center (“RFDC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 1, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Roberts Family Development Center to develop, maintain and sustain programs that offer support services to **Leataata Floyd Elementary** school and recreational activities supporting the Expanded Learning program at the above-mentioned school during the 2022-2023 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All RFDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFDC shall adhere to scope of services outlined in SCUSD Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay RFDC for direct services not to exceed **\$400,248.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School Name/Program	Total Contract Amount	Funding Sources and the Amount	Number of Students to be Served 180 Attendance Days
Leataata Floyd After School	\$376,488.00	ASES, 21 st Century CLC and ELOP	166
Leataata Floyd Before School	\$23,760.00	21 st Century CLC and ELOP	20
Total	\$400,248.00		

Funding Distribution:

ASES = \$129,201.43

21st Century CLC = \$150,525.23

ELOP = \$120,521.34

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of **\$19,380.21** as in-kind match (15% of the ASES contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFDC and each of RFDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, RFDC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. RFDC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

RFDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise; said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2022 through June 30, 2023. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by RFDC; (b) any act by RFDC exposing the District to liability to others for personal injury or property damage; or (c) RFDC is adjudged as bankrupt; RFDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the RFDC’s insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived.

Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, RFDC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Use of Facilities. Neither RFDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFDC prior to the execution of this Agreement. RFDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. RFDC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

K. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

L. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of

immunity to suit by the District.

M. Assignment. This Agreement is made by and between RFDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

N. Entire Agreement. This Agreement constitutes the entire agreement between RFDC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

P. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: ROBERTS FAMILY DEVELOPMENT CENTER

By: Derrell K. Roberts
Authorized Signature

8/5/22
Date

Print Name: Derrell K Roberts

Title: CEU

Agency's Public Phone Number: 916 646 6631

Email Address: Derrell.Roberts@Robertsfdc.org

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for the site that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Managers to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Roberts Family Development Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21st Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. RFDC will share the program plan with all stakeholders including school site administrators.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
6. Provide an "End of Year" Report on status of all outcomes and objectives.
7. Maintain and provide to the District monthly attendance and program activities records.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.

9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites. It is expected that all staff are available three days prior to the beginning of the program, one day after the last day of the program and three days for training.
11. Develop special activities and field trips for the sites individually and collectively.
12. Attend and provide monthly reports at designed meetings, monthly RFDC meetings, monthly RFDC Program Managers meetings, as well as other planning meetings as necessary.
13. Work collaboratively with the other outside RFDC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
17. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement. Program Manager is expected to be at the site for 35+ hours each week and all after school instructional aides should be at the site for a minimum of 25 hours per week. All before school instructional aide should be at the site for 15 hours per week.
18. Provide sufficient staffing to maintain a 20:1 student/staff ratio in grades 1-12 classes, and 10 to 1 ratio in TK and K classrooms. RFDC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
20. Provide annual in-kind support and direct services that equates to approximately 15% of total ASES amount and such financial support to be itemized and reported bi-annually to the District.
21. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
22. Act as liaison with parents in supporting family engagement.
23. Other areas as agreed upon by the Parties.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming RFDC regarding District expectations.

1. RFDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices

2. RFDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Cell phone policy, Dress Code
 - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.

3. RFDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures

4. Area representatives, RFDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Entering attendance daily in *Infinite Campus*

5. Program staff will conduct themselves in a professional manner at all times by being:

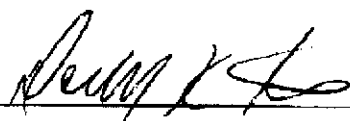
- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, RFDC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, RFDC enters this COVID-19 Addendum as RFDC will be providing services at the school sites:

1. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFDC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____



Name and Title: Derrell K Roberts CEO

Address: 770 Darina Ave Sac CA 95815

Work Phone: 916 446 6631

Other Phone: _____

Email Address: Derrell.Roberts@Robertsfdc.org

Solution Tree Purchase Agreement

Effective June 17, 2022, Solution Tree Inc. (“Solution Tree”), located at 555 N. Morton St., Bloomington, IN 47404, and Sacramento City Unified School District (“Customer”) located at 5735 47th Avenue, Sacramento, CA 95824 agree as follows:

- Summary of Products and Services:** The Customer will purchase Solution Tree products and services (“Services”) centered around PLC at Work® (“PLC at Work®”) and project administration services (“Project Administration Services”) according to the following schedule:

Products and Services: Year 1 2022-2023	
School Services (\$308,000.00 per school)	\$616,000.00
Project Administration	\$61,600.00
Year 1 Total	\$677,600.00

Products and Services: Year 2 2023-2024	
School Services (\$299,250.00 per school)	\$598,500.00
Project Administration	\$59,850.00
Year 2 Total	\$658,350.00

Products and Services: Year 3 2024-2025	
School Services (\$247,250.00 per school)	\$494,500.00
Project Administration	\$49,450.00
Year 3 Total	\$543,950.00

- Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due for year 1 plus any applicable taxes upon execution of this agreement. Customer will provide Solution Tree with additional purchase orders for years 2 and 3 at least 30 days prior to the start of the upcoming year’s services. Each year upon receipt of the purchase order for the upcoming year, Solution Tree will invoice Customer for a non-refundable deposit of 20% of the total amount due, for the Project Administration Services, and for any products or services for which it customarily requires up-front payment. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. Solution Tree will invoice monthly for all subsequent work. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge as allowed by law.
- Project Administration Services:** Solution Tree will match each School with a certified PLC at Work® Associate (“Coach”) who will coordinate the Services for the assigned School. Solution Tree will assign a Project Lead (“Project Lead”) to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to the Customer.
- School Plans:** Each School will have its own Plan (“School Plan”), a sample of which is attached as Exhibit A, that will be collaboratively developed based on a thorough progress report at the beginning

of the project. The School Plan will include PLC at Work® Services, and other topics based on need (i.e. mathematics, school culture, behavior, etc.). Each customized School Plan will be built on the following core components:

- a. Onsite and/or virtual professional development for each school from certified Associates*
- b. Book and video resources for school staff
- a. Ongoing phone and email support from the Coach and Project Manager

**Onsite days may be delivered virtually. Virtual days are up to 6 hours of support.*

5. Professional Development

5.1. Description of Services: Solution Tree will provide a speaker (“Associate”) to perform the professional development services described in Exhibit A.

5.2. Presentation Materials: Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

5.3. Venue and Audio/Visual Equipment: Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit C. Solution Tree may terminate this Agreement if Customer’s equipment is not up to the required standard by 30 days prior to the start of the services. If Customer’s equipment fails during the services, Customer will still be liable for the full amount.

6. Global PD Teams Individual Licenses: Solution Tree grants Customer a limited, non-exclusive, non-transferable license for users to access Global PD Teams via the website currently at <http://globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the “Terms of Use”), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between this Agreement and the Terms of Use, the terms of this Agreement will take precedence.

7. General Terms

7.1. Intellectual Property: Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

7.2. Force Majeure: If an event beyond the parties’ control makes performance impossible, illegal, or commercially impracticable (a “Force Majeure Event”), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.

- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

7.3. Termination: Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

7.4. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: _____	_____	By: _____	_____
Rose Ramos	Date	Shannon R. Ritz	Date
Chief Business Officer		Vice President of Professional Development	
Sacramento City Unified School District		Solution Tree Inc.	

Exhibit A

Participating Schools: H. W. Harkness Elementary School
Elder Creek Elementary School

Sample School Plan Year 1 of 3**Service 1: PLC at Work Overview (1 day)**

Target Date(s): August/September 2022

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: \$7,500.00

Description of Service:

A PLC at Work associate will deliver a full-day PLC at Work overview session to school staff. The workshop will provide a baseline understanding of key concepts and vocabulary and build shared knowledge necessary to become a PLC at Work. Participants will understand the three big ideas of PLC at Work:

- A focus on learning
- A collaborative culture and collective responsibility
- A results orientation

And will develop a common understanding of the four critical questions of a PLC:

- What do we want our students to learn?
- How do we know if they have learned it?
- How will we respond when our students don't learn?
- How will we respond when our students do learn?

Service 2: Needs Assessment (2 days)

Target Date(s): August/September 2022

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: \$15,500.00

Description of Service:

The Needs Assessment will be conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with a building level review, and is comprised of onsite interviews and observations to obtain information and gather input to be used as baseline information. It is also used for the development of the customized PLC at Work implementation plan. The Needs Assessment will measure current school practices and policies against the standard of a PLC at Work. Interviews and observations will be conducted with school-based administrators and other select staff members as a part of the onsite analysis to gather information on initiatives and current practices in place.

Service 3: PLC at Work Essential Resources

Cost of Service: \$4,000.00

Description of Service:

In order to provide continuous learning in a sustainable fashion through resources, a professional library will be compiled for the school based on need. It will include a copy of Learning by Doing 3rd edition for all staff and other relevant titles from leading educational authors for school teams. Other topic areas include but are not limited to, mathematics, literacy, leadership, school culture, and assessment.

Service 4: Project Planning: Part I (1 day)

Target Date(s): September 2022

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: \$13,000.00

Description of Service:

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

Service 5: PLC at Work Leaders Implementation Training (6 days)

Target Date(s): September/October, December/January, and March/April (2 days per visit, 3 visits)

Associate(s): TBD

Participant Demographics: school leadership team

Number of Participants: TBD

Cost of Service: \$60,000.00

Description of Service:

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Understand the concept and attributes of a PLC at Work
- Examine research-based best practices and standards for becoming a PLC at Work
- Experience and create sample processes and products reflective of a PLC at Work
- Acquire strategies and tools for designing, implementing, and evaluating a school's journey towards becoming a PLC at Work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

Service 6: Project Planning Part II (1 day)**Target Date(s):** January/February 2023**Associate(s):** Project Lead/School Coach**Number of Participants:** varies**Participant Demographics:** school leadership team**Workshop Location:** school site**Cost of Service:** \$13,000.00**Description of Service:**

This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

Service 7: Embedded Coaching: PLC at Work and other Content Days (30 Days)**Target Date(s):** scheduled throughout the 2022-23 school year**Associate(s):** TBD**Number of Participants:** varies**Participant Demographics:** school leadership and teacher teams**Proposed Start Time:** 8:00am**Proposed End Time:** 3:00pm**Workshop Location:** school site**Cost of Service:** \$195,000.00

Description of Service:

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

Sample Pilot School Plan Year 2 of 3

Service 1: Progress Report (1 day)

Target Date(s): August/September 2023

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: \$7,750.00

Description of Service:

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

Service 2: PLC at Work Essential Resources & Global PD

Cost of Service: \$4,000.00

Description of Service:

A continuation of Year 1 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

Service 3: Project Planning: Part I (1 day)

Target Date(s): September 2023

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: \$13,000.00

Description of Service:

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

Service 4: RTI at Work™ Leaders Implementation Training (6 days)

Target Date(s): September/October, December/January, and March/April (2 days per visit, 3 visits)

Associate(s): TBD

Participant Demographics: school leadership team

Number of Participants: TBD

Cost of Service: \$60,000.00

Description of Service:

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Deepen their understanding of essential concepts and attributes of the RTI at Work process
- Examine research-based best practices and standards regarding RTI at Work
- Acquire strategies and tools for designing, implementing, and evaluating their school's response to intervention process
- Design and execute a plan of action for implementing the RTI at Work process at their school
- Apply new learning to real work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

Service 5: Project Planning Part II (1 day)

Target Date(s): January/February 2024

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: \$13,000.00

Description of Service:

This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

Service 6: Embedded Coaching: PLC at Work and other Content Days (31 Days)

Target Date(s): scheduled throughout the 2023-24 school year

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: school site

Cost of Service: \$201,500.00

Description of Service: These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

Sample Pilot School Plan Year 3 of 3

Service 1: Progress Report (1 day)

Target Date(s): August/September 2024

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Workshop Location: school site

Cost of Service: \$7,750.00

Description of Service:

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

Service 2: PLC at Work Essential Resources & Global PD

Cost of Service: \$4,000.00

Description of Service:

A continuation of Year 1 and 2 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

Service 3: Project Planning: Part I (1 day)

Target Date(s): September 2024

Associate(s): Project Lead/School Coach

Number of Participants: varies

Participant Demographics: school leadership team

Workshop Location: school site

Cost of Service: \$13,000.00

Description of Service:

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work™

Service 4: Assessment Leaders Implementation Training (6 days)

Target Date(s): September/October, December/January, and March/April (2 days per visit, 3 visits)

Associate(s): TBD

Participant Demographics: school leadership team

Number of Participants: TBD

Cost of Service: \$60,000.00

Description of Service:

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Build capacity over a yearlong series of professional development sessions for creating and supporting effective assessment practices.
- Evaluate current assessment practices and explore the complexities of a balanced assessment architecture.
- Explore assessment practices that support quality decision-making for instructional agility in the classroom.
- Support leadership teams as they navigate transforming assessments to develop student investment in the process.

Service 5: Embedded Coaching: PLC at Work and other Content Days (24 Days)

Target Date(s): scheduled throughout the 2024-25 school year

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: school site

Cost of Service: \$156,000.00

Description of Service:

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

Service 6: PLC at Work Celebration (1 day)

Target Date(s): at the end of the 2024-2025 school year

Associate(s): TBD

Number of Participants: varies

Participant Demographics: school leadership and teacher teams

Proposed Start Time: 8:00am

Proposed End Time: 3:00pm

Workshop Location: school site

Cost of Service: \$6,500.00

Description of Service:

An Associate collaborates with school leadership to develop a celebration day that encapsulates the school's Professional Learning Community journey. This celebration provides the opportunity for the district and school leadership along with each collaborative team to reflect on where they started and where they are at the conclusion of the project. Each member of the school team (including students) can and should be a part of the celebration through the sharing of artifacts, testimonials, and evidence of the learning they have attained. The celebration embraces the importance of acknowledging that the process takes time and requires continuous learning by all. It allows for the school to celebrate not only together, but also with other stakeholders of the school and community in this important work.

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
NU ART EDUCATION, INC. dba NORCAL SCHOOL OF THE ARTS

The Sacramento City Unified School District (“District” or “SCUSD”) and Nu Art Education, Inc. dba NorCal School of the Arts (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) dated October 6, 2022 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, District desires to engage a contractor to provide a theater arts & social emotional learning (SEL) integrated program and teacher professional development services at various schools throughout the District; and

WHEREAS, through the Theater Arts & SEL engagement, students will utilize their creativity, acquire collaboration and communication skills, learn self-advocacy and engage in the SEL signature practices; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Scope of Work. Contractor shall:

1. Provide a theater arts & SEL-integrated program to 280 classrooms in sessions of 45-60 minutes weekly for 10 weeks at participating Title I schools, as designated by District.
2. Incorporate VAPA, SEL and ELA standards in each lesson.
3. Provide theater teaching artists trained in SEL as well as culturally responsive and trauma-informed teaching strategies. Lesson plans will be inclusive of English Language Learners and intentional in creating an environment where every student can thrive.
4. Each teaching artist will work with the classroom teacher to collaborate on curriculum, content, and standards addressed to support the classroom goals.
5. Provide lesson plans, activity instructions, and professional development for the classroom teacher wherein they are able to continue to use the theater arts & SEL integrated lessons in future classrooms.
6. Provide a mid-season impact report for the District as well as a final impact report showing data and outcomes.
7. Provide each teacher with 3 books to promote literacy and support arts integration:
 - a. Brown Girl Dreaming by Jacqueline Woodson
 - b. Inside Out and Back Again by Thanhha Lai
 - c. Integrating the Arts Across Content Areas by Lisa Donovan
8. Bookend the program with mental health support services for students and/or training provided by La Familia or a similar mental health care provider

Goals & Objectives. The ultimate goals of the program are to:

1. Improve student engagement and attendance in participating classrooms.
2. Engage students in the creative process and cultivate communication, collaboration, and creativity skills while addressing student learning

- loss.
3. Support identity development with lesson plans that are culturally responsive and address student social emotional health.
 4. Prepare students to assert their voices.
 5. Provide professional development for the classroom teacher to support the above goals.
 6. Incorporate the 5 SEL Core Competencies (Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making) into lesson plans provided to cooperating teachers through the lens of the 4 VAPA Artistic Processes (Creating, Performing/Presenting/Producing, Responding, and Connecting).

B. Payment.

Fee Rate:

- \$144,960 due upon service agreement signing for lesson plans, books, other consumable items, and professional development for 280 classroom teachers
- \$500,040 for 10-week programs for 280 classrooms (\$1786 per classroom) to be billed monthly after the residencies have taken place.

Total fee shall not exceed Five Hundred Ninety-Seven Thousand, Eight Hundred Dollars (\$645,000).

Payment shall be made within 30 days upon submission of monthly invoices for services rendered. Invoices should be sent to Charles Deangelus, VAPA Coordinator, at Charles.deangelus@scusd.edu and C&I Office Technician Joseph Farinias at Joseph.Farinias@scusd.edu.

C. Period of Agreement. The term of this Agreement shall be from September 1, 2022 through June 10, 2023. All residencies shall be completed during this period.

D. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, Contractor and each of Contractor employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

E. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

F. Fingerprinting Requirements. Contractor agrees that any individual it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any individual that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all individuals cleared by the DOJ who will provide services under this Agreement and shall certify in writing to the District that Contractor has no information that any of the individuals who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the individual from having any further contact with any pupil(s) of the District until such time as the individual's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an individual is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement within 15 days of receiving notification that the previous individual has been disqualified.

Contractor further agrees and certifies that any individual providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

G. Vaccination Requirements. As required by SCUSD and State Public Health Order of August 11, 2021, all individuals serving in school settings must verify vaccine status. Individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, are required to undergo diagnostic screening testing at least once weekly.

Contractor agrees that any employee it provides to SCUSD shall be subject to the vaccination requirements set forth by the California Department of Public Health. Upon Contractor's receipt of vaccination documents, SCUSD will be notified. For individuals who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, Contractor agrees such individuals must undergo diagnostic screening testing at least once weekly and Contractor shall provide evidence of same to SCUSD on a weekly basis or as otherwise agreed upon by SCUSD and the Contractor. SCUSD shall provide Contractor's employees opportunities to undergo diagnostic screening testing at least once weekly through its facilities. If an employee is disqualified from working for SCUSD pursuant to the requirements by the California Department of Public Health, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

H. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Contractor shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

I. Termination. This Agreement may be terminated by the District without cause by providing at least thirty (30) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by Contractor; (b) any act by Contractor exposing the District to liability to others

for personal injury or property damage; or (c) Contractor is adjudged as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

J. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, Contractor agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by Contractor and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. Contractor has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

K. Use of Facilities. Neither Contractor, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. Contractor's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, Contractor shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to Contractor prior to the execution of this Agreement. Contractor is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. Contractor shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the

District, be a basis to immediately terminate this Agreement. Contractor waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- L. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- M. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- N. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- O. Assignment. This Agreement is made by and between Contractor and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- P. Entire Agreement. This Agreement constitutes the entire agreement between Contractor and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- Q. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- R. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- S. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- T. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____

NU ART EDUCATION, INC. dba NORCAL SCHOOL OF THE ARTS:

By: _____
Michele Hillen-Noufer
Executive Director

_____ Date

COVID-19 Addendum

In further consideration for this Agreement, Contractor enters this COVID-19 Addendum as Contractor will be providing services at the sites:

1. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>

2. Contractor agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:

a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>

3. School Administration and plant manager need to be aware of the staff and all the activities.
4. Contractor will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID 19 rules.

Signature:

Michele Hillen-Noufer
Executive Director
Nu Art Education, Inc. dba NorCal School Of The Arts

Address: 803 Vallejo Way, Sacramento, CA 95818

Phone: (916) 955-9462

Email Address: Michele.hillen@norcalsota.org



A Nu Art Education 501c3

Dear CJ ,

I have personally worked with the district, partnering to bring Theater programs to SCUSD since 2011. I am the Executive Director of NorCal School of the Arts, a non-profit arts education organization (Nu Art Education 501c3) and since forming it has offered after school theater programs, an expansive Theater arts & SEL integrated program during the school day, camps and a financial literacy tour in the schools. I am hoping to continue to partner to get Esser funding so that NorCal can continue to bring theater arts and SEL integrated classes to every SCUSD elementary classroom in the district while continuing offerings to middle and high schools.

Northern California School of the Arts (NorCal SOTA) Mission Statement

NorCal SOTA provides a holistic, individualized and professional training approach that supports artists from diverse communities to create, express, and participate in theater arts educational opportunities. Through arts engagement, students are empowered to embrace social and emotional learning strategies as well as create a positive mindset towards themselves and their community.

NorCal School of the Arts is seeking a partnership with SCUSD to provide Theater Arts & SEL integration classes to every SCUSD elementary school and Title 1 Middle and High schools. Prior to the start of the program, teaching artists will meet with teachers to decide which Common Core standards will be targeted for theater arts lessons and receive SEL training from SCUSD SEL staff. Each classroom will get a series of arts integrative/SEL lessons that will complement the lesson plans of the teacher. All classes will take place from October 2022 - May 2023, with training in September 2022.

Arts modalities will include Drama, Poetry, Movement with SEL strategies weaved throughout the lesson plans.

NorCal School of the Arts Arts/SEL integrative programming:

Nu Art Education, Inc. (DBA NorCal School of the Arts) will provide Theater Arts & SEL integrated classes and teacher professional development services in 140 (280) classrooms (20 or 10 workshops per classroom) at SCUSD for Elementary, Middle or High School students and teachers. Through Theater Arts & SEL engagement, students will utilize their creativity, learn collaboration and communication skills and will learn self advocacy and engage in the Social Emotional Learning signature practices. Each lesson will incorporate VAPA, SEL and ELA standards.



A Nu Art Education 501c3

The ultimate goals of this program are to

- (1) meet with 140 (or 280) classrooms to participate in the program for a total of 45 min-1 hour weekly sessions for 20 (or 10) weeks at participating Title 1 classrooms within the district;
- (2) provide comprehensive Theater Arts and SEL integrated classes/workshops to improve student engagement and attendance
- (3) engage students in the creative process and cultivate communication, collaboration, and creativity skills while addressing student learning loss
- (4) support identity development with lesson plans that are culturally responsive and address student social emotional health
- (5) prepare students to assert their voices
- (6) providing professional development for the classroom teacher to support all of these goals.
- (7) Mental health strategies with training from La Familia

A. Nu Art Education, Inc. (NorCal School of the Arts) shall:

- a. Provide 140 classrooms with Theater Arts & SEL integrated workshops for 20 sessions per classroom for the 2022-2023 school year

or

Provide 280 classrooms with 10 sessions for the 2022-2023 school year.

- b. Provide theater teaching artists trained in Social Emotional Learning (SEL) as well as, culturally responsive and trauma informed teaching strategies. Lesson plans will be inclusive of English Language Learners and intentional in creating an environment where every student can thrive.
- c. Provide and leave lesson plans and activity instructions for the classroom teachers to act as a professional development for the classroom teacher wherein they could continue the SEL & Theater integrated lessons for future classrooms.



A Nu Art Education 501c3

- d. Provide a mid-season impact report for the district as well as a final impact report showing data and outcomes.
- e. Each teaching artist will work with the classroom teacher to collaborate on curriculum and content and standards addressed to support the classroom goals.

The series of classes act as a professional development opportunity for the classroom teacher, as teaching artists will share lesson plans and collaborate with the classroom teacher on providing instruction that meets the needs of the students in the classroom. This Theater Arts & SEL integrated program is culturally responsive and will help students connect to one another, tap into their creativity and express their emotions. Teaching artists address VAPA standards, ELA standards and include the SEL signature practices into their lessons.

Classroom Teachers receive a \$250.00 stipend for their participation. Classroom teachers also receive the following books: *Brown Girl Dreaming* by Jacqueline Woodson, *Inside Out & Back Again* by Thanhha Lai, *Integrating the Arts Across the Content Areas* by Lousie Pascal and Lisa Donovan. Grades K-2nd will receive a drum and all classroom teachers will receive the lesson plans and games instructions with videos.

Example of past SIGN UP: [SEL & THEATER ARTS INTEGRATED PROGRAM SCUSD 2021-22](#)

More Outcomes: NorCal's Theater Arts & SEL integrated Program

- Addresses academic standards in ELA, Civics, Math and Science through the lens of the Arts.
- Provides social-emotional creative experiences in safe and nurturing environments.
- Fosters creative abilities of youth through culturally and linguistically responsive arts learning.
- Supports SCUSD to activate youth voices, narratives, and perspectives.
- Utilizes cultural assets of the local community to support positive self-identification and respect for diverse cultures.
- Empowers youth through the preservation, revitalization, and/or reclamation of cultural practices.



A Nu Art Education 501c3

- Improves school/classroom attendance and student participation
- Cultivates the development of transferable life skills such as critical thinking, problem solving, leadership, and collaboration.

Michele Hillen-Noufer, M.Ed
Executive Director, NorCal School of the Arts
michele.hillen@norcalsota.org
916-955-9462

<i>NorCal School of the Arts Theater & SEL Integrated classes for students and P.D.'s for classroom teachers</i>			
	Direct	Indirect	Total
Staffing			
In-Class Instruction (\$55/hr)	\$201,600		\$201,600
Lesson Prep Time	\$67,200		\$67,200
Program Director/Administrator	\$50,000		\$50,000
Admin Support	\$42,000		\$42,000
Payroll Expense	\$72,160		\$72,160
	Subtotal	\$432,960	\$432,960
Insurance			
Insurance		\$3,100	\$3,100
	Subtotal	\$3,100	\$3,100
Office Supplies and Infrastructure			
Program Supplies (Books, etc)	\$14,200		\$14,200
District Compliance (TB Tests, Livescan, Mandated Reporter & covid Training)	\$5,280		\$5,280
	Subtotal	\$19,480	\$19,480
Printing, Production & Delivery			
Printing	\$5,000		\$5,000
	Subtotal	\$5,000	\$5,000
Professional & Contract Services			
Curriculum	\$20,000		\$20,000
Assessment and Data Collection	\$9,000		\$9,000
Financial and Human Resource Services		\$5,500	\$5,500
Teacher Stipends (for PDs)	\$70,000		\$70,000
SEL Artist Training	\$6,720		\$6,720
SEL Trainer Fee	\$5,760		\$5,760
SCUSD Classroom Arts Integration Teacher Training	\$17,000		\$17,000
Mental Health Consultant	\$18,000		\$18,000
	Subtotal	\$5,500	\$151,980
Travel			
Mileage Reimbursement	\$32,480		\$32,480
	Subtotal	\$32,480	\$32,480
TOTAL BUDGET			
	\$636,400	\$8,600	\$645,000
Summary			
Fee Rate: (Verbiage for Contract)			
<input type="checkbox"/> \$144,960 for lesson plans and professional development for 280 classroom teachers			
<input type="checkbox"/> \$500,040 for 10-week program for 280 classrooms (\$1786 per classroom).			
Total fee shall not exceed Six Hundred Forty-Five Thousand (\$645,000).			



Sacramento City Unified School District

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 21st DAY OF APRIL, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: METASYS UPGRADES INC 1 PHASE 1: LEATAATA FLOYD, BEAR FLAG, CALEB GREENWOOD

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed ~~within one hundred fifty (150) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.~~ Per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 1 Various Schools"

- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall



Sacramento City Unified School District

become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.



Sacramento City Unified School District

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Hundred Ninety-Two Thousand Five Hundred Eighty-Two Dollars and Five Cents (\$792,582.05)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).



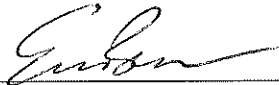
Sacramento City Unified School District


17. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

JOHNSON CONTROLS, INC.

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**



DocuSigned by:


By: Erik Beck
Title: HVAC Install Mgr.
Date: 4/27/2022

By: Rose Ramos Lisa Allen
Title: Chief Business Officer
Date: April 21, 2022

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls
Rider to Installation Agreement**

This Rider is made as of June 15, 2022 by and between Johnson Controls, Inc. ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys Upgrades Inc 1 Phase 1 for Phoebe Hearst, Pony Express and Theodore Judah (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.

2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**

3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Insurance	Statutory
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

4. **Payment.** All undisputed amounts are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

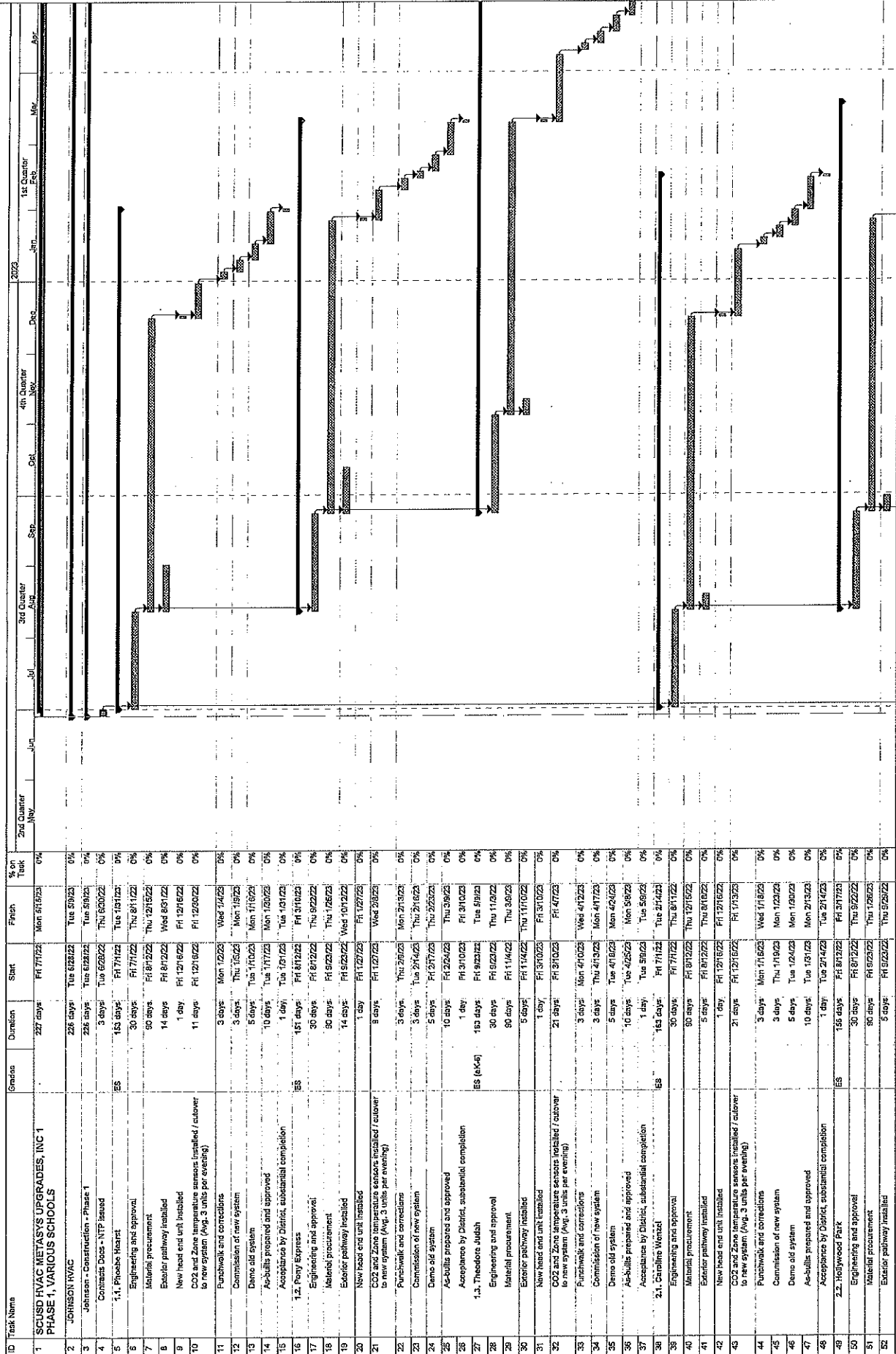
failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

- 5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District
DocuSigned by:
Lisa Allen
 Signature: _____
2DA746FB73CF426
 By: Rose Ramos
 Title: CBO

Johnson Controls, Inc.
 Signature: *Erik Beck*
 By: Erik Beck
 Title: HVAC Install mgr.

Project Schedule HVAC METASYS UPGRADES INC 1 PHASE 1 VARIOUS SCHOOLS Johnson Controls



Prepared by: **KAMT**
 Date: Tue 6/26/23
 2022-05-21, SCUSD-HVAC Metasys Upgrades Inc 1 Phase 1 shts 1-9, schedule

Task Summary: **Task** (solid bar), **Split** (dashed bar), **Milestone** (diamond)

Summary: **Summary** (solid bar), **Project Summary** (dashed bar), **External Tasks** (dotted bar)

External MileTask: **External MileTask** (solid bar), **Inactive Task** (dashed bar), **Inactive Milestone** (dotted bar)

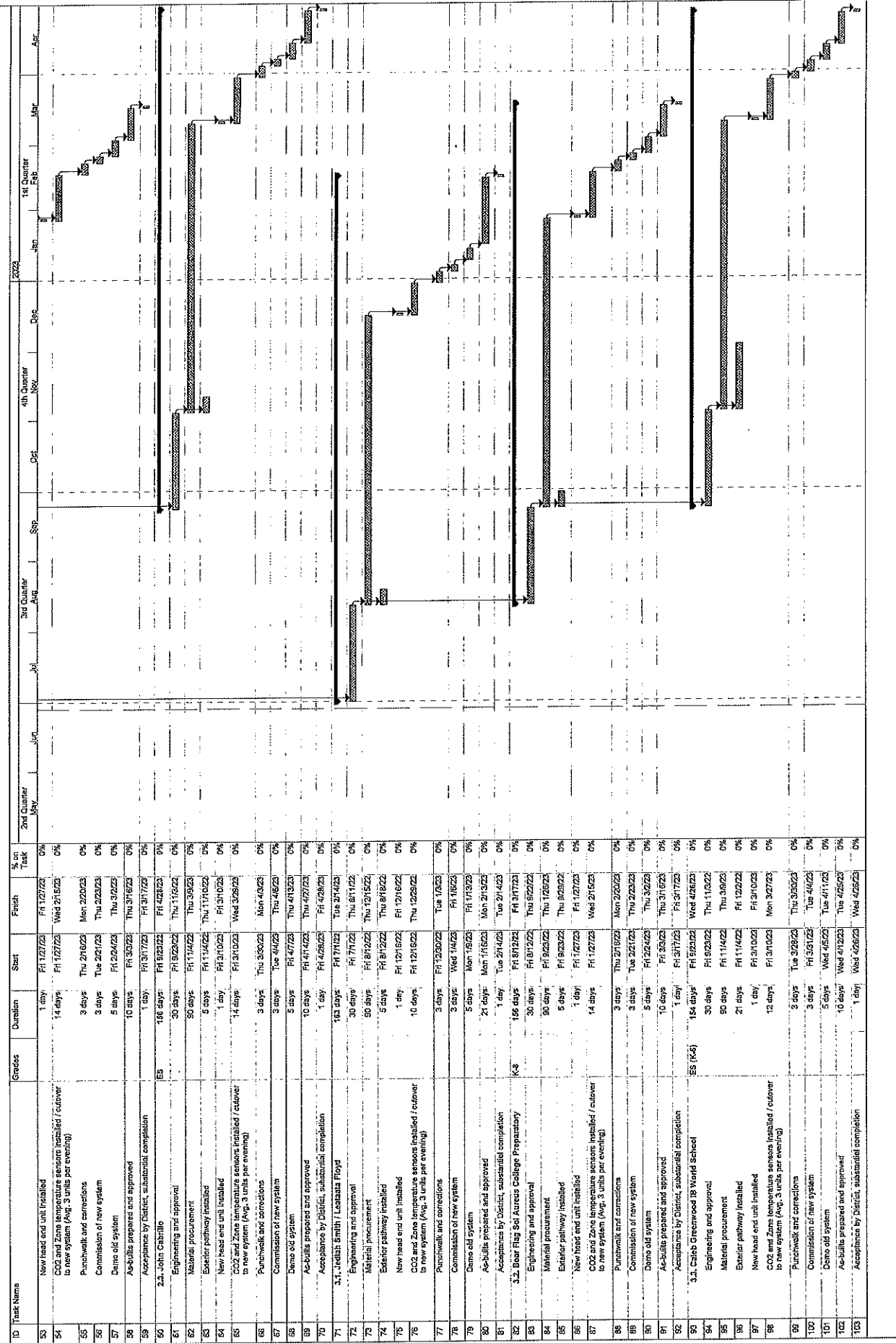
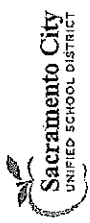
Inactive MileTask: **Inactive MileTask** (solid bar), **Inactive Task** (dashed bar), **Inactive Milestone** (dotted bar)

Manual Summary Rollup: **Manual Summary Rollup** (solid bar), **Manual Summary** (dashed bar), **Start-only** (dotted bar)

Finish-only: **Finish-only** (solid bar), **Progress** (dashed bar), **Split** (dotted bar)

Page 1 of 2

Project Schedule HVAC METASYS UPGRADES INC 1 PHASE 1 VARIOUS SCHOOLS Johnson Controls



Prepared by: **KPMG**
Date: Tue 6/28/22

Task: Milestones Spill Milestones

Summary: External Tasks Project Summary External Tasks

External Mile Task: Inactive Task Inactive Milestones

Inactive Summary: Manual Summary Manual Summary Manual Summary

Duration-only: Start-only Start-only

Finish-only: Progress Split

Page 2 of 2

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



March 23, 2022

Attention: Mike Taxara at SCUSD
Subject: SCUSD – Metasys Upgrades Inc 1 Phase 1

Johnson Controls is pleased to provide the following proposal:

This scope of work is based on the following bidding documents:

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI's understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
 - SCUSD Provided Maintenance Sheets
 - Counts using Google Map Images
 - Air Table Unit Counts provided by CECI
 - Air Table Room Counts as provided by CECI
 - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

Method of Procedure:

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to "cut over" where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4th step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as built with final trunk mapping to the customer to serve as record documents for SCUSD. This as built will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.

Method of Procedure – Summer work

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Jedediah Smith

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
25	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
2	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
 CL#: 22445



- 1 Control of Split System Furnace
 - New NEMA 3R Enclosure with CGM mounted inside
 - Interlock to unit terminal strip to command heat, cool, fan
 - Discharge air temperature
 - Return air temperature
 - Compressor Amperage sensor
 - Fan amperage sensor
 - New damper actuator for (e) Outside Air damper with damper feedback
 - Zone Temperature Sensor – SA Bus
 - Zone CO2 sensor – SA Bus

- 1 Loytech Zones for Portables
 - Loytech BACnet MS/TP to IP converter
 - NEMA 1 Can with Key Lock and perf liner
 - Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>	
Material	\$	59,862.71
JCI Labor	\$	47,049.32
Subcontractor Graphics	\$	998.40
Market Value Installer	\$	136,531.52

Grand Total **\$ 244,441.95**

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Bear Flag Sol Aureus

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
21	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
6	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



- 1 Control of Split System Furnace
 - New NEMA 3R Enclosure with CGM mounted inside
 - Interlock to unit terminal strip to command heat, cool, fan
 - Discharge air temperature
 - Return air temperature
 - Compressor Amperage sensor
 - Fan amperage sensor
 - New damper actuator for (e) Outside Air damper with damper feedback
 - Zone Temperature Sensor – SA Bus
 - Zone CO2 sensor – SA Bus

- 1 Room 13 Monitoring – (Window Shaker Room with old furnace)
 - JCI cannot control this unit, JCI will install a zone temperature sensor and zone CO2 sensor on the SA bus to monitor the space

- 2 Loytech Zones for Portables
 - Loytech BACnet MS/TP to IP converter
 - NEMA 1 Can with Key Lock and perf liner
 - Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>	
Material	\$	61,523.06
JCI Labor	\$	48,965.96
Subcontractor Graphics	\$	998.40
Market Value Installer	\$	141,433.76

Grand Total **\$ 252,921.18**

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Caleb Greenwood

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
16	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
19	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
CL#: 22445



- 3 Loytech Zones for Portables
 - Loytech BACnet MS/TP to IP converter
 - NEMA 1 Can with Key Lock and perf liner
 - Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>
Material	\$ 74,110.24
JCI Labor	\$ 57,064.46
Subcontractor Graphics	\$ 998.40
Market Value Installer	\$ 163,045.82

Grand Total **\$ 295,218.92**

TOTAL – 3 Sites – Jedediah Smith, Bear Flag and Caleb Greenwood.....\$792,582.05

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Clarifications/Exclusions/Terms and Conditions

Clarifications:

1. All work outside of the classroom will be done normal hours
 - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #031517-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



- 8. Work with 3rd party commissioning agents
- 9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
- 10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
- 11. Taking control of exhaust fans
- 12. Taking control of kitchen hoods
- 13. Taking control of mini splits
- 14. CO2 display in the space
- 15. Temperature display in the space
- 16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
- 17. Providing new network or power infrastructure (switches, breakers etc).
- 18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

Quote valid for 30 days

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls
925-719-7785 (mobile)
Zachary.j.dillow@jci.com

CUSTOMER APPROVAL:	
Total Price:	_____
Customer Name:	_____
Company:	_____
Signature (*)	_____
Date:	_____
* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.	

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Standard Terms and Conditions

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an Invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications; or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, (d) the alleged infringement related to such modification, (e) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



(12) SOFTWARE AND DIGITAL SERVICES. Use, Implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. Seller as **Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Seller as **Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.

(15) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJEURE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



Sacramento City Unified School District

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 21st DAY OF APRIL, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: METASYS UPGRADES INC 1 PHASE 1: PHOEBE HEARST, PONY EXPRESS, THEODORE JUDAH

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed ~~within one hundred fifty (150) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.~~ Per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 1 Various Schools"

- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall



Sacramento City Unified School District

become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.



Sacramento City Unified School District

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Eight Hundred Eight Thousand Two Hundred Eight-Five Dollars and Fifty-Eight Cents (\$808,285.58)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).



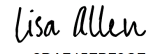
17. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

JOHNSON CONTROLS, INC.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT



DocuSigned by:

2DA745FB73CF426...

By: ERIK BECK
Title: HVAC Install mgr.
Date: 6/27/2022

By: Rose Ramos Lisa Allen
Title: Chief Business Officer
Date: April 21, 2022

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



Johnson Controls
Rider to Installation Agreement

This Rider is made as of June 15, 2022 by and between Johnson Controls, Inc. ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys Upgrades Inc 1 Phase 1 for Leataata Floyd, Bear Flag and Caleb Greenwood (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.

2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**

3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Insurance	Statutory
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.

Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

4. **Payment.** All undisputed amounts are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

- 5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District

Johnson Controls, Inc.

DocuSigned by:
Lisa Allen

Signature 

Signature: Lisa Allen
2DA745FB73CF426...

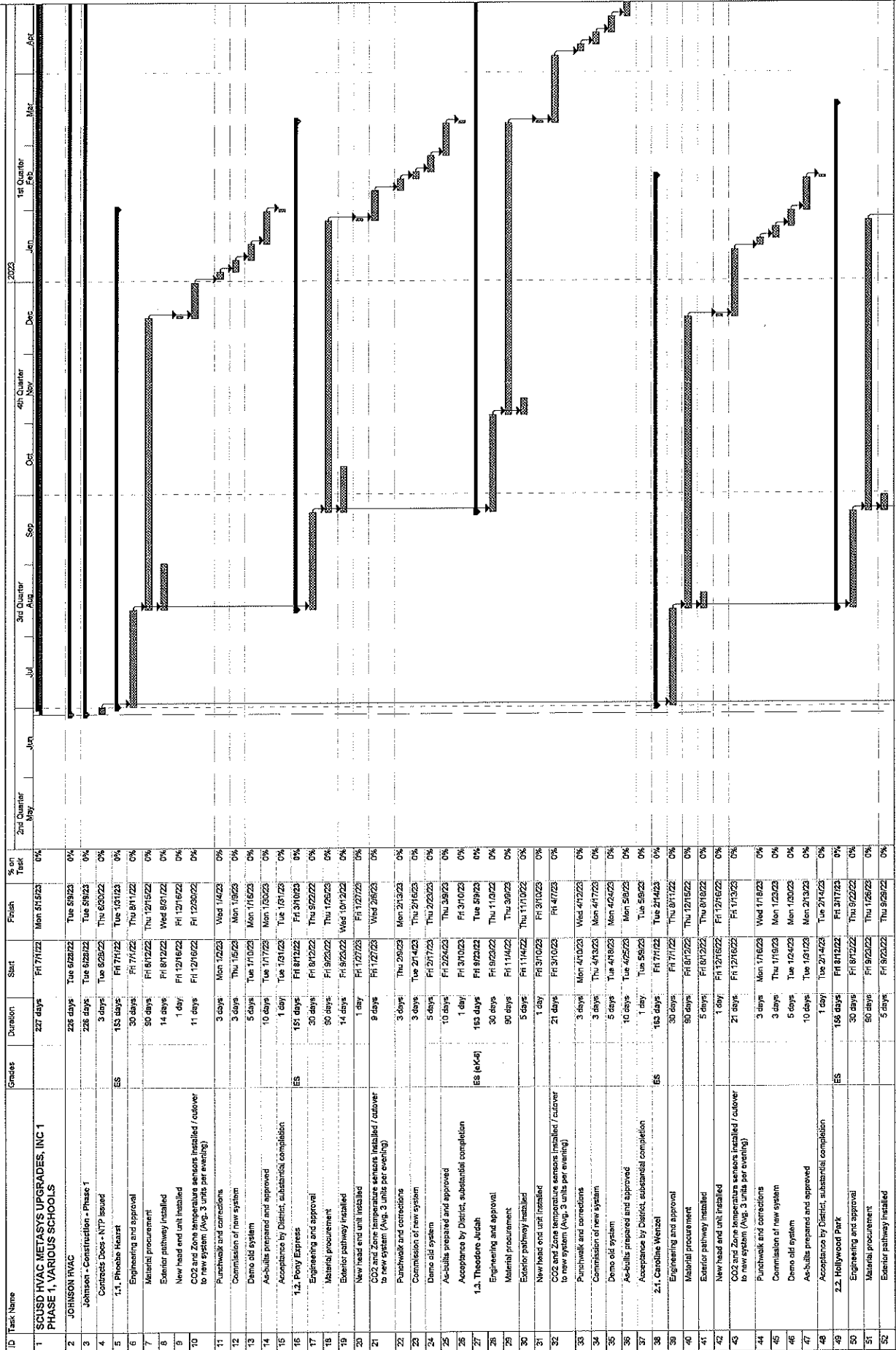
By: ERIK BECK

By: Rose Ramos

Title: CBO

Title: HVAC Install mgr.

Project Schedule HVAC METASYS UPGRADES INC 1 PHASE 1 VARIOUS SCHOOLS Johnson Controls



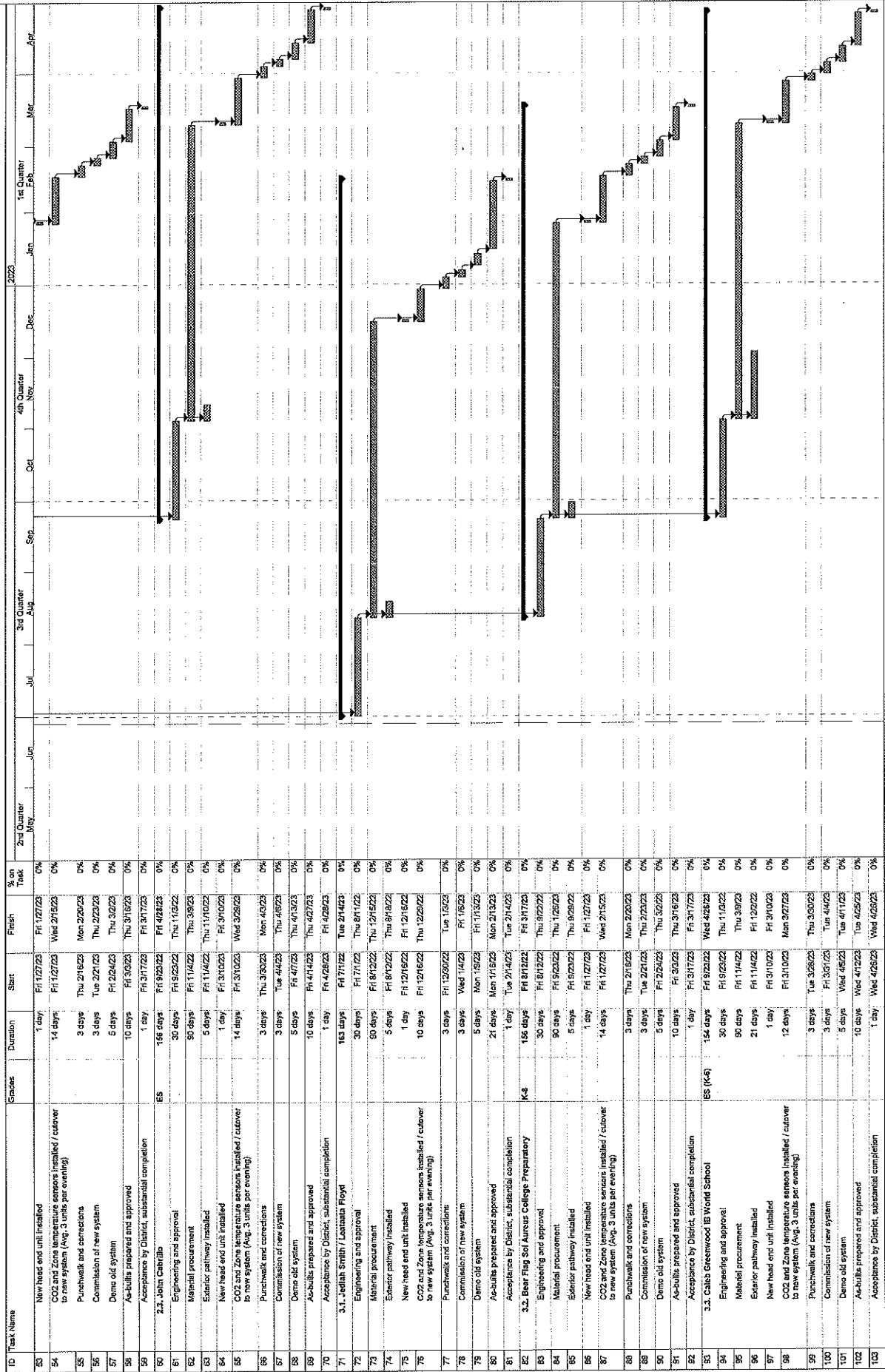
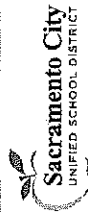
Prepared By: **KWINT**
 Date: Tue 6/28/22

Task Summary
 Milestone
 Split
 External Mile Task
 Inactive Task
 Inactive Milestone
 External Task
 Summary
 Project Summary
 External Tasks

Inactive Summary
 Manual Task
 Duration-only
 Manual Summary Rollup
 Manual Summary
 Start-only
 Finish-only
 Progress
 Split

Page 1 of 2

Project Schedule HVAC METASYS UPGRADES INC 1 PHASE 1 VARIOUS SCHOOLS Johnson Controls



Prepared by: **KIMM**
 Date: Tue 6/28/22

Task: Task Split Milestone

Summary: Summary Project Summary External Tasks

External Mile Task: External Mile Task Inactive Task Inactive Milestone

Inactive Summary: Inactive Summary Manual Task Duration-only

Manual Summary Rollup: Manual Summary Rollup Manual Summary Start-only

Finish-only: Finish-only Progress Split

Page 2 of 2

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



March 23, 2022

Attention: Mike Taxara at SCUSD
Subject: SCUSD – Metasys Upgrades Inc 1 Phase 1

Johnson Controls is pleased to provide the following proposal:

This scope of work is based on the following bidding documents:

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI's understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
 - SCUSD Provided Maintenance Sheets
 - Counts using Google Map Images
 - Air Table Unit Counts provided by CECI
 - Air Table Room Counts as provided by CECI
 - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

Method of Procedure:

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to "cut over" where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUJ submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4th step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.

Method of Procedure – Summer work

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Phoebe Hearst

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
20	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
11	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
 CL#: 22445



5 Monitoring of VRF system
 -System already integrated into Metasys JCI to provide CO2 sensor only for monitoring CO2 in the space at 5 locations. Existing control to remain as is. SA Bus Sensor

3 Loytech Zones for Portables
 -Loytech BACnet MS/TP to IP converter
 -NEMA 1 Can with Key Lock and perf liner
 -Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>	
Material	\$	68,603.05
JCI Labor	\$	53,495.51
Subcontractor Graphics	\$	998.40
Market Value Installer	\$	160,766.48

Grand Total **\$ 283,863.44**

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Pony Express

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
17	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
10	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



- 2 Loytech Zones for Portables
 -Loytech BACnet MS/TP to IP converter
 -NEMA 1 Can with Key Lock and perf liner
 -Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>	
Material	\$	59,568.36
JCI Labor	\$	45,968.74
Subcontractor Graphics	\$	998.40
Market Value Installer	\$	132,919.06

<u>Grand Total</u>	\$	<u>239,454.56</u>
--------------------	----	-------------------

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Theodore Judah

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
6	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
5	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
 CL#: 22445



- 17 Control of Split System Furnace
 - New NEMA 3R Enclosure with CGM mounted inside
 - Interlock to unit terminal strip to command heat, cool, fan
 - Discharge air temperature
 - Return air temperature
 - Compressor Amperage sensor
 - Fan amperage sensor
 - New damper actuator for (e) Outside Air damper with damper feedback
 - Zone Temperature Sensor – SA Bus
 - Zone CO2 sensor – SA Bus

- 10 CO2 Sensors for Building 004
 - System already integrated into Metasys (Job Number 6N0M-0431) with Metasys NS sensors and FEC2611 controllers. JCI to provide NS CO2 sensor only for monitoring CO2 in the space at 10 locations. Existing control to remain as is. SA Bus Sensor daisy chained in

- 2 Loytech Zones for Portables
 - Loytech BACnet MS/TP to IP converter
 - NEMA 1 Can with Key Lock and perf liner
 - Plug in power supply (requires JCI utilizing a single gang socket to power device)

Summary	Sourcewell Cost	
Material	\$	63,390.16
JCI Labor	\$	50,696.74
Subcontractor Graphics	\$	998.40
Market Value Installer	\$	169,882.28

Grand Total \$ **284,967.58**

Grand total – 3 sites, Phoebe Hearst, Pony Express, Theodore Judah.....\$808,285.58

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Clarifications/Exclusions/Terms and Conditions

Clarifications:

1. All work outside of the classroom will be done normal hours
 - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #031517-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
CL#: 22445



- 8. Work with 3rd party commissioning agents
- 9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
- 10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
- 11. Taking control of exhaust fans
- 12. Taking control of kitchen hoods
- 13. Taking control of mini splits
- 14. CO2 display in the space
- 15. Temperature display in the space
- 16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
- 17. Providing new network or power infrastructure (switches, breakers etc).
- 18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

Quote valid for 30 days

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls
925-719-7785 (mobile)
Zachary.j.dillow@jci.com

CUSTOMER APPROVAL:	
Total Price:	_____
Customer Name:	_____
Company:	_____
Signature (*)	_____
Date:	_____
* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.	

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Standard Terms and Conditions

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's Instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications; or (vii) If Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's Instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("ICI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the ICI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. Seller as **Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Seller as **Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.

(15) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJEURE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021



Sacramento City Unified School District

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 21st DAY OF APRIL, 2022, by and between the Sacramento City Unified School District ("District") and Johnson Controls, Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: METASYS UPGRADES INC 1 PHASE 1: CAROLINE WENZEL, HOLLYWOOD PARK, JOHN CABRILLO

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed ~~within one hundred fifty (150) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.~~ Per the Project Schedule "HVAC Metasys Upgrades Inc 1 Phase 1 Various Schools"

- 5. Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall



Sacramento City Unified School District

become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
8. **Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.



Sacramento City Unified School District

- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seven Hundred Seventy-One Thousand Three Hundred Twenty-One Dollars and Seventy Cents (\$771,321.70)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).



Sacramento City Unified School District

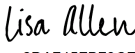
17. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

JOHNSON CONTROLS, INC.

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**



DocuSigned by:

2DA745FB73CF426

By: Erik Beck
Title: HVAC Install mgr.
Date: 6/27/2022

By: Rose Ramos Lisa Allen
Title: Chief Business Officer
Date: April 21, 2022

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



**Johnson Controls
Rider to Installation Agreement**

This Rider is made as of June 15, 2022 by and between Johnson Controls, Inc. ("Johnson Controls") and Sacramento City Unified School District ("Customer") and amends the Metasys Upgrades Inc 1 Phase 1 for Caroline Wenzel, Hollywood Park and John Cabrillo (the "Agreement"). This Rider is effective as of the date of last signature below. The provisions of this Rider supersede and replace any other agreement or agreements between Johnson Controls and Customer with respect to the subject matters covered by this Rider and constitutes the entire agreement of the parties on the subject matter hereof.

1. **Indemnity.** Section 14.2.1 of the General Conditions only, shall be replaced with the following: Johnson Controls agrees to indemnify Customer, its board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities for all damages, losses and expenses with respect to any third-party claims, including those for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Johnson Controls in fulfilling its obligations under this agreement. In the event Johnson Controls is obligated to indemnify Customer as set forth above, Johnson Controls has the right but not the obligation to defend Customer against third-party claims. If Johnson Controls elects to undertake such defense, then Johnson Controls shall have exclusive control over the defense.

2. **Waiver of Consequential Damages.** **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY IN TORT), WILL JOHNSON CONTROLS AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS BE LIABLE TO CUSTOMER (DIRECTLY OR INDIRECTLY) UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WITH LIQUIDATED DAMAGES NOT BEING WAIVED BY THIS PARAGRAPH); (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBERATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS.**

3. **Insurance.** Johnson Controls shall maintain insurance to cover its proportionate share of liability in amounts set forth below in full force and effect at all times until the (a) obligations under the Agreement have been completed or (b) the Agreement is cancelled or terminated, and shall provide a certificate evidencing such coverage promptly following a Customer's request.

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation Insurance	Statutory
Commercial General Liability Insurance	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Comprehensive Automobile Liability Insurance	\$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies and may be subject to self-insured retentions.


Any insurance protection afforded to the Customer under this policy will be limited to the terms of the certificate of insurance and/or endorsement and will not expand upon, alter, supplant, or supersede Johnson Controls' contractual obligations hereunder including any indemnification obligations. The amount payable under the policy will be the lesser of the amount required by the contract and the limits provided by the policy.

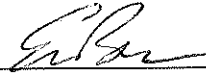
Customer shall maintain all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage throughout the term of the Agreement.

4. **Payment.** All undisputed amounts are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Invoicing disputes must be identified in writing within twenty-one (21) days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days. Work performed on a time and material basis shall be at Johnson Controls' then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Johnson Controls shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Johnson Controls reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. Customer's

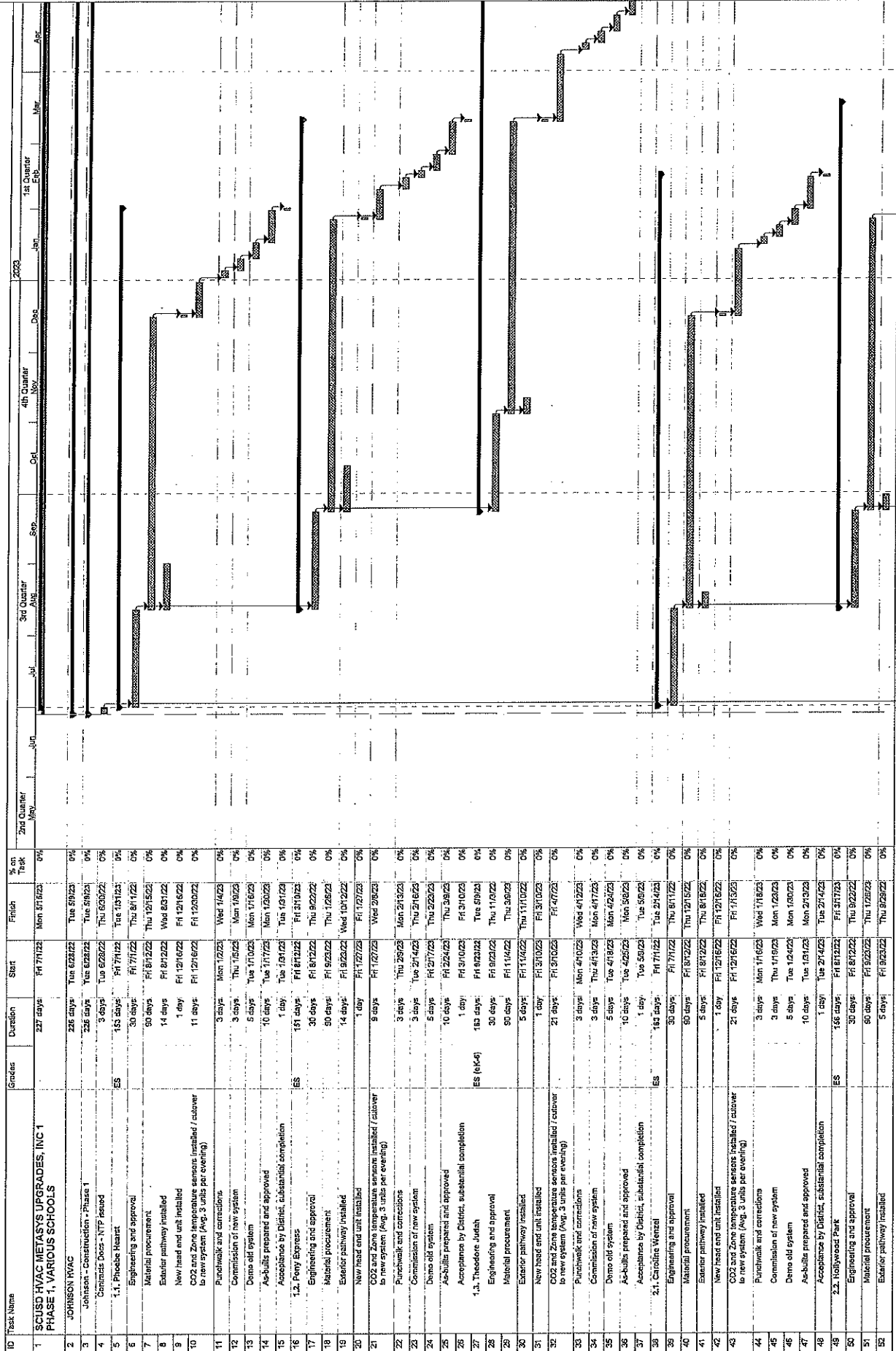
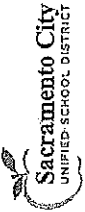
failure to make payment when due is a material breach of this Agreement and will give Johnson Controls, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Johnson Controls reasonable collection costs, including legal fees and expenses. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Johnson Controls providing any labor or materials on the project.

- 5. **Force Majeure.** Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to perform under this Agreement, caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is an event beyond the reasonable control of Johnson Controls, foreseeable or unforeseeable, including, without limitation, acts of God, severe weather, declared or undeclared natural disasters, acts or omissions of any governmental authority including change in applicable law, epidemics, pandemics, disease, viruses, quarantines or other public health risks and/or responses, strikes, lock-outs, labor shortages or disputes, an increase of 5% or more in tariffs, fires, explosions or other casualties, thefts, vandalism, civil disturbances, riots, war, terrorism, power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation. If Johnson Controls' performance is delayed, impacted, or prevented by a Force Majeure Event or, its continued effects, Johnson Controls shall be excused from performance under the Agreement. If Johnson Controls is delayed in achieving any scheduled milestones due to a Force Majeure Event, Johnson Controls will be entitled to extend such milestones by the amount of time Johnson Controls was delayed as a result of such event.

Sacramento City Unified School District
DocuSigned by:

 Signature: _____
2DA746FB73CF426...
 Lisa Allen
 By: Rose Ramos
 Title: CBO

Johnson Controls, Inc.
 Signature: 
 By: Erik K Brull
 Title: HVAC Install mgmt

Project Schedule HVAC METASYS UPGRADES INC 1 PHASE 1 VARIOUS SCHOOLS Johnson Controls



Prepared by: **KAM**

Date: Tue 6/28/02

Task: Task Milestone

Summary: Summary External Task

Project Summary: Project Summary External Task

External Mile Task: External Mile Task Inactive Milestone

Inclusive Mile Task: Inclusive Mile Task Inactive Milestone

Manual Task: Manual Task Inactive Milestone

Duration-only: Duration-only Inactive Milestone

Manual Summary Rollup: Manual Summary Rollup Inactive Milestone

Manual Summary: Manual Summary Inactive Milestone

Start-only: Start-only Inactive Milestone

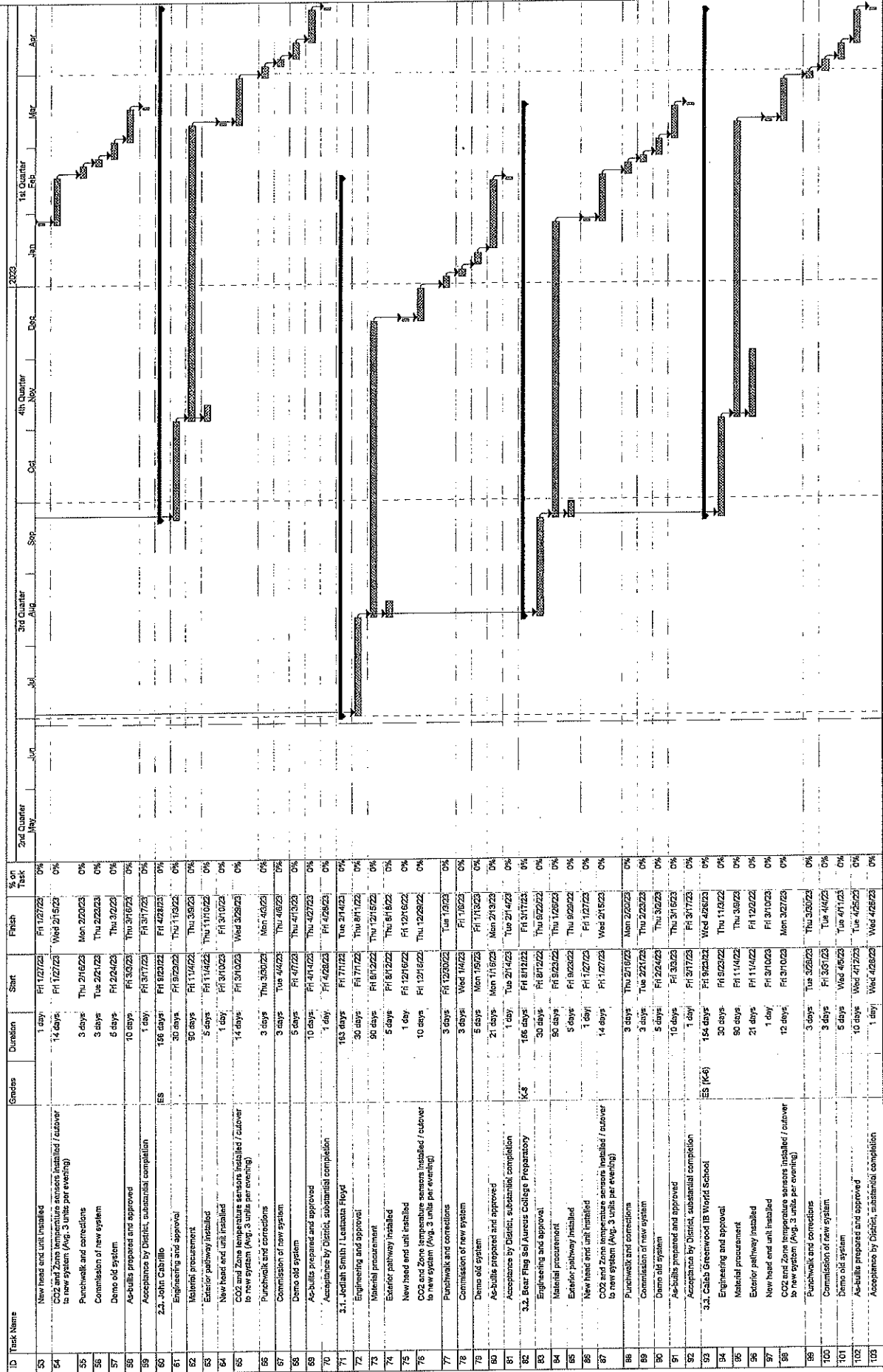
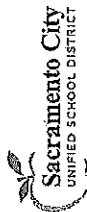
Finish-only: Finish-only Inactive Milestone

Progress: Progress Inactive Milestone

Split: Split Inactive Milestone

Page 1 of 2

Project Schedule HVAC METASYS UPGRADES INC 1 PHASE 1 VARIOUS SCHOOLS Johnson Controls



ID	Task Name	Grades	Duration	Start	Finish	% of Task
53	New head end unit installed		1 day	Fri 1/27/23	Fri 1/27/23	0%
54	CO2 and Zone temperature sensors installed / cutover to new system (Avg. 3 units per evening)		14 days	Fri 1/27/23	Wed 2/15/23	0%
55	Punchwalk and corrections		3 days	Thu 2/16/23	Mon 2/20/23	0%
56	Commission of new system		3 days	Tue 2/21/23	Thu 2/23/23	0%
57	Demo old system		6 days	Fri 2/24/23	Thu 3/2/23	0%
58	As-built prepared and approved		10 days	Fri 3/3/23	Thu 3/16/23	0%
59	Acceptance by District, substantial completion		1 day	Fri 3/17/23	Fri 3/17/23	0%
60	2.3. John Cabillo	ES	16 days	Fri 3/24/23	Fri 4/23/23	0%
61	Engineering and approval		30 days	Fri 3/24/23	Thu 1/18/24	0%
62	Material procurement		30 days	Fri 3/24/23	Thu 3/29/23	0%
63	Exterior pathway installed		5 days	Fri 11/4/23	Thu 11/16/23	0%
64	New head end unit installed		1 day	Fri 3/10/23	Fri 3/10/23	0%
65	CO2 and Zone temperature sensors installed / cutover to new system (Avg. 3 units per evening)		14 days	Fri 3/10/23	Wed 3/29/23	0%
66	Punchwalk and corrections		3 days	Thu 3/30/23	Mon 4/6/23	0%
67	Commission of new system		3 days	Tue 4/4/23	Thu 4/13/23	0%
68	Demo old system		5 days	Fri 4/7/23	Thu 4/13/23	0%
69	As-built prepared and approved		10 days	Fri 4/7/23	Thu 4/27/23	0%
70	Acceptance by District, substantial completion		1 day	Fri 4/28/23	Fri 4/28/23	0%
71	3.1. Jettah Smith / Lestayo Floyd		183 days	Fri 7/1/23	Tue 3/14/24	0%
72	Engineering and approval		30 days	Fri 7/1/23	Thu 8/1/23	0%
73	Material procurement		90 days	Fri 8/1/23	Thu 12/15/23	0%
74	Exterior pathway installed		5 days	Fri 8/1/23	Thu 8/18/23	0%
75	New head end unit installed		1 day	Fri 12/16/23	Fri 12/16/23	0%
76	CO2 and Zone temperature sensors installed / cutover to new system (Avg. 3 units per evening)		10 days	Fri 12/16/23	Thu 12/29/23	0%
77	Punchwalk and connections		3 days	Fri 12/30/23	Tue 1/9/24	0%
78	Commission of new system		3 days	Wed 1/10/24	Fri 1/19/24	0%
79	Demo old system		5 days	Mon 1/15/24	Fri 1/19/24	0%
80	As-built prepared and approved		21 days	Mon 1/15/24	Mon 2/19/24	0%
81	Acceptance by District, substantial completion		1 day	Tue 2/1/24	Tue 2/1/24	0%
82	3.2. Bear Flag Sol Aureus College Preparatory	K-8	165 days	Fri 8/1/23	Fri 3/17/24	0%
83	Engineering and approval		30 days	Fri 8/1/23	Thu 9/22/23	0%
84	Material procurement		90 days	Fri 9/22/23	Thu 12/21/23	0%
85	Exterior pathway installed		5 days	Fri 9/22/23	Thu 9/29/23	0%
86	New head end unit installed		1 day	Fri 12/22/23	Fri 12/22/23	0%
87	CO2 and Zone temperature sensors installed / cutover to new system (Avg. 3 units per evening)		14 days	Fri 12/22/23	Wed 2/15/24	0%
88	Punchwalk and connections		3 days	Thu 2/16/24	Mon 2/26/24	0%
89	Commission of new system		3 days	Tue 2/27/24	Thu 2/29/24	0%
90	Demo old system		5 days	Fri 2/24/24	Thu 3/7/24	0%
91	As-built prepared and approved		10 days	Fri 3/8/24	Thu 3/14/24	0%
92	Acceptance by District, substantial completion		1 day	Fri 3/15/24	Fri 3/15/24	0%
93	3.3. Cabab Greenwood IB World School	ES (K-6)	154 days	Fri 3/22/23	Wed 4/26/24	0%
94	Engineering and approval		30 days	Fri 3/22/23	Thu 11/22/23	0%
95	Material procurement		90 days	Fri 11/4/23	Thu 3/8/24	0%
96	Exterior pathway installed		21 days	Fri 11/4/23	Fri 12/22/23	0%
97	New head end unit installed		1 day	Fri 3/10/23	Fri 3/10/23	0%
98	CO2 and Zone temperature sensors installed / cutover to new system (Avg. 3 units per evening)		12 days	Fri 3/10/23	Mon 3/27/23	0%
99	Punchwalk and connections		3 days	Tue 3/28/23	Thu 3/30/23	0%
100	Commission of new system		3 days	Fri 3/31/23	Tue 4/4/23	0%
101	Demo old system		5 days	Wed 4/6/23	Tue 4/11/23	0%
102	As-built prepared and approved		10 days	Wed 4/12/23	Tue 4/25/23	0%
103	Acceptance by District, substantial completion		1 day	Wed 4/26/23	Wed 4/26/23	0%

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



March 23, 2022

Attention: Mike Taxara at SCUSD
Subject: SCUSD – Metasys Upgrades Inc 1 Phase 1

Johnson Controls is pleased to provide the following proposal:

This scope of work is based on the following bidding documents:

- Plans: None
- Spec: 27 00 00 Telecom and Raceway, 26 05 33.13 Conduit and Fittings, 23 09 00 BACS Spec – as confirmed via email to the district 3.22.22
- Job walks with Mike at SCUSD and Chris Cuff at KMM and Zac Dillow with JCI.
- No formal criteria docs were given, the scope below is JCI’s understanding of the verbal discussions and is the limit of what JCI will perform.
- JCI has checked for unit counts via 5 different means
 - SCUSD Provided Maintenance Sheets
 - Counts using Google Map Images
 - Air Table Unit Counts provided by CECI
 - Air Table Room Counts as provided by CECI
 - Job Walks with the customer

The counts below is the counts as discovered by JCI via the means above. If after JCI engineering we discover fewer units than proposed – JCI will offer a credit corresponding to the change.

Method of Procedure:

The goal of this scope of work is to remove and replace the dysfunctional KMC and Allerton control systems at the sites shown below in a like for like manner. We aim to do this a little impact to school function as possible. This will require a combination of normal hours and off hours work. JCI will build the Metasys system in parallel with the existing systems performing as much of the wiring, programming, commissioning as possible prior to “cut over” where we will start to take actual control of the mechanical systems piece by piece.

Preliminary Engineering – Per site, JCI will generate a set of controls submittal documents that outline the points, material, terminations diagrams and sequence of operation (including economizer control) for each piece of equipment. JCI will identify mounting locations for the field controllers and the location of the JCI engine and the proposed trunk routing (which may mean having the SNE in the middle of trunk vs the end of line). JCI will include a preliminary schedule for each site. JCI will include a graphics and MUI submittal. This will require site walks by JCI and our subs. Prior to beginning any work or ordering any material – JCI will review these documents with SCUSD, and upon SCUSD approval these submittals will become the formal scope of work document to be referred too.

The first step will be building the Metasys BACnet network on each campus. During normal hours (where allowable) JCI will install a new Network Engine for each site – connect it to power and SCUSD Network. We will then run conduit/rigid on the exterior of the buildings to each piece of roof mounted or grade mounted rooftop equipment. JCI will re-use existing pathways as allowable.

The second step will be preparing each piece of mechanical equipment for cut over. JCI will install during normal hours (as allowable) a new enclosure with a JCI controller in it. JCI will power this controller using the existing 24V power source assumed available on the RTU equipment. JCI will install the various SCUSD required monitoring sensors on the unit, connect them to the JCI controller. JCI will prep the controller to land at the manufacture terminal strip for control of heating, cooling and fan – but not perform the actual termination work until cut over.

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



The third step will be a pre-functional test of the network. Having the engine installed, controllers powered up and connected to the engine – JCI will download controllers and perform check out of the monitoring sensors that we can. JCI will check bus integrity and proper controls communication with the head end. JCI will also perform the head end work – generating the user views, graphics and MUI configurations for the sites. At this point the system will be “online” but a lot of the points will be “offline” as they will exist in the software – but will not exist in reality as we have not performed cut over yet. The goal of this step is to have everything ready such that when the terminal point does get connected during that cut over – it will “know where to go” in the software and the ??? question marks will turn to actual data with values as measured by sensors in the space.

The 4th step will be the cut over step. This work will be performed off hours and is the moment JCI will disconnect existing control and bring full control to Metasys. JCI will perform work in the class room and administrative spaces, installing zone temperature sensors, zone CO2 sensors, terminating at the thermostat interface on the RTU and taking over control of the economizer (where applicable). Once everything is now connected, and terminations verified – JCI will perform another functional test of the unit commanding heating, cooling, fan and visually confirming the RTU receives and responds to these commands. JCI will confirm the user interface, graphics and MUI get populated with the now connected data. JCI will also confirm the SCUSD specialty sequences (Auto Demand Response, Smoke Mode, Virus Mode) on a global basis – commanding the site into the various mode, but only visually inspecting a handful of units. This step will take multiple evenings and weekends with JCI performing as many of the cutovers as we can in a workday. JCI will cut over units and ensure they are functional by 7am the following day or by 7am Monday for work performed over the weekend.

In the event that a unit fails its functional test, JCI will reconnect the existing controls infrastructure as it was, diagnose and retry at a later time.

Step 5 will be demolition of the existing system. Once the entire campus is complete. JCI will perform demolition of the existing controls system. JCI will remove all wire associated with the existing system, demo all controllers, sensors, enclosures, power supplies and crate them for delivery to the owner. Work exterior to the building will be normal hours and work interior to the building will be off hours. The only thing that will remain of the old system is the pathway that connected it.

Customer Checkout – The final step will be walking the site with SCUSD and performing a customer checkout of the system. It will also include sitting with the district at the head end and reviewing the user interface, graphics and MUI configuration. The customer at this point will have an opportunity to challenge, test, explore, as questions on the installation generating a punch list. JCI will remediate any of these punch list items and after completion of the, the warranty period will begin.

Post Engineering – JCI will provide a set of as builts with final trunk mapping to the customer to serve as record documents for SCUSD. This as builts will include a copy of the completed punch list.

Warranty – JCI warrants our work for a period of 1 year labor and 3 years material. Material warranty begins at time of manufacture (date code as published on the JCI controller).

This information is confidential between JCI and SCUSD and not to be shared outside of these negotiations. They represent the intellectual property of JCI engineering the approach to the task at hand.

Method of Procedure – Summer work

JCI intends to complete some of the sites during the summer. We would like to reserve this for the more complex sites such as high schools with larger footprints and more complex HVAC systems. Seeing there will be no students

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
CL#: 22445



during the summer – the goal to have units back online by 7am is no longer a requirement. As such – JCI will follow a traditional construction process starting with complete demo of the existing system, installation of the new system leveraging existing pathway as deemed appropriate (JCI will still pull brand new cable) and ending with programming, functional testing and commissioning of the system. All pre/post engineering activities will remain the same. All customer checkout/warranty will remain the same. The actual sites to be performed over the summer will be determined per the KMM schedule as verified by JCI.

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Caroline Wenzel

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
18	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
14	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



- 2 Loytech Zones for Portables
 - Loytech BACnet MS/TP to IP converter
 - NEMA 1 Can with Key Lock and perf liner
 - Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>	
Material	\$	67,810.73
JCI Labor	\$	51,984.65
Subcontractor Graphics	\$	998.40
Market Value Installer	\$	149,535.50
<u>Grand Total</u>	\$	<u>270,329.28</u>

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Hollywood Park

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
16	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
8	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
CL#: 22445



- 2 Loytech Zones for Portables
 - Loytech BACnet MS/TP to IP converter
 - NEMA 1 Can with Key Lock and perf liner
 - Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>	
Material	\$	54,622.97
JCI Labor	\$	42,495.19
Subcontractor Graphics	\$	998.40
Market Value Installer	\$	133,840.78
Grand Total	\$	231,957.34

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



John Cabrillo

Qty	Description
1	Site Engineering to generate -Controls submittals with drawings, points lists, SOO's, controller locations, proposed trunk mapping -Identify any asbestos concerns -Confirm quantity of economizers JCI will take over -Confirm if pathway exists to portables -Generate as-built submittals for SCUSD record
1	Coordination meeting with customer for review of JCI submittals to confirm scope of work
1	Site walk with customer after completion to generate punch list
1	SCUSD custom sequences -Virus Mode -Smoke Mode -Auto DR -Optimized start/stop -FDD on all economizers taken over by JCI
1	Outside air temperature sensor for site
1	New SNE1050 in enclosure -Requires IP address provided by SCUSD -Engine will be installed in the middle of the trunk for ease of trunk installation
15	Control of package rooftop equipment -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus
15	Control of BARD Portable Units -New NEMA 3R Enclosure with CGM mounted inside -Interlock to unit terminal strip to command heat, cool, fan -Discharge air temperature -Return air temperature -Compressor Amperage sensor -Fan amperage sensor -New damper actuator for (e) Outside Air damper with damper feedback -Zone Temperature Sensor – SA Bus -Zone CO2 sensor – SA Bus

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



- 1 Control of Split System Furnace
 - New NEMA 3R Enclosure with CGM mounted inside
 - Interlock to unit terminal strip to command heat, cool, fan
 - Discharge air temperature
 - Return air temperature
 - Compressor Amperage sensor
 - Fan amperage sensor
 - New damper actuator for (e) Outside Air damper with damper feedback
 - Zone Temperature Sensor – SA Bus
 - Zone CO2 sensor – SA Bus

- 2 Loytech Zones for Portables
 - Loytech BACnet MS/TP to IP converter
 - NEMA 1 Can with Key Lock and perf liner
 - Plug in power supply (requires JCI utilizing a single gang socket to power device)

<u>Summary</u>	<u>Sourcewell Cost</u>
Material	\$ 66,162.28
JCI Labor	\$ 52,129.12
Subcontractor Graphics	\$ 998.40
Market Value Installer	\$ 149,745.28

Grand Total \$ 269,035.08

Grand Total 3 Sites – Caroline Wenzel, Hollywood Park, John Cabrillo.....\$771,321.70
--

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



Clarifications/Exclusions/Terms and Conditions

Clarifications:

1. All work outside of the classroom will be done normal hours
 - a. Inclusive of work on roof, work in telecom/electrical rooms, work in exterior hallways.
2. All work inside the classroom will be done off hours
3. During the scope of work – SCUSD will be required to interface to 2 systems to control a site as we incrementally cut over equipment to Metasys
4. Rigid on roof – EMT conduit elsewhere – plenum rated where concealed
5. New pathway in the classroom will be surface mount wire mold – Plastic 2300 mechanically fastened. New back boxes for sensors will be plastic surface mount.
6. JCI will provide NEW WIRE for all devices. JCI will not leverage existing wire, only existing pathway.
7. JCI will Stop Work when we encounter any Asbestos on the site. Asbestos remediation is by others. JCI will not resume work until asbestos has been abated. This is per JCI safety policy.
8. JCI will take over economizer control with a new JCI actuator as feasible. During site engineering, if discovered that spaces are too cramped for a new actuator – JCI will make it known to the district and provide a credit to remove that from the SOW or ADD to perform the mechanical work required to take control of the OA damper.
9. Temperature Sensors to be NSB8BTN141-0 – white, warm cool adjust, no display, no occupancy, no JCI logo
10. Separate CO2 sensors to be NSB8BNC041-0 – white, CO2 only, no display, no JCI logo
11. JCI will provide 120V power insofar as to power network engine only
12. JCI will provide network cable insofar as to connect network engine to the telecom room only
13. Upon further review – a TEC option for the project is more expensive and not recommended. The TEC option requires more after hours work and significantly decreases the amount of pre-commissioning JCI can perform as TEC will not be able to come online prior to step 4. While there is a material savings, the net increase in afterhours labor for TEC installation and commissioning negates and overcomes any material savings. Furthermore, the TEC does not future proof the district for any custom programming they may need in the future and have required in the past.
14. Priced per Sourcewell (Formerly NJPA) Contract #031517-JHN
15. Per communication from Mike – all equipment enclosures are NEMA 3R with lockable key, whether indoor or outdoor. This however does NOT apply to the SNE panel or network equipment panels (Loytech) – these will be the JCI standard panels which are NEMA 1. JCI expects most controllers will be installed outdoors on equipment.
16. The counts noted on this proposal is the finite number of units JCI will take control over. If fewer or additional units are discovered during engineering walks – the district that their discretion can add/remove units to the scope via change order.

Exclusions:

1. Any and all 120V wiring outside of powering the engine
2. Any and all door status or window status monitoring
3. Any and all occupancy sensors – programming occupied standby mode
4. Installing CO2 sensors 5ft from operable doors/windows.
5. Updating any of the controls system to meet current code – JCI's understanding is this is a maintenance project removing and replacing aging/dysfunctional systems with a new Metasys system – Like for Like
6. Professional engineering services to confirm sites comply with current code. JCI does not have stamped PE's on staff and cannot offer this service
7. JCI excludes upgrading/changing/enhancing any existing pathway we may use in our work.

Johnson Controls Inc.
Building Efficiency, Branch 110
103 Woodmere Rd Suite #110, Folsom CA 95630
Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
CL#: 22445



- 8. Work with 3rd party commissioning agents
- 9. Customer training. SCUSD is an experienced user and we don't not feel any training is required.
- 10. Mechanical upgrades – JCI excludes doing any mechanical work. All mechanical equipment is assumed to be functioning. This includes repairing dampers, replacing economizers, changing unit controllers, swapping out compressors etc.
- 11. Taking control of exhaust fans
- 12. Taking control of kitchen hoods
- 13. Taking control of mini splits
- 14. CO2 display in the space
- 15. Temperature display in the space
- 16. Relocating CO2 sensors, they will be placed either right next to or right below the (e) temperature sensors.
- 17. Providing new network or power infrastructure (switches, breakers etc).
- 18. Indicator light to alert if CO2 in the space is over a certain value

Thank You! As always call with any comments, questions or concerns.

Quote valid for 30 days

Zac Dillow

HVAC Systems Sales Engineer – Johnson Controls
925-719-7785 (mobile)
Zachary.j.dillow@jci.com

CUSTOMER APPROVAL:	
Total Price:	_____
Customer Name:	_____
Company:	_____
Signature (*)	_____
Date:	_____
* By signing this proposal, you agree to purchase the bill of material as described in this proposal document, pursuant to the attached standard terms and conditions and for the Total Price documented on the above line.	

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 1000000593
 CL#: 22445



Standard Terms and Conditions

(1) AGREEMENT AND LIMITATIONS. This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) DEPOSIT. Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through Seller owned and operated branches, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications; or (vii) If Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's Instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("ICI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the ICI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.

(9) PATENTS. Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights or in Canada infringes any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) GOVERNING LAW. For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

Johnson Controls Inc.
 Building Efficiency, Branch 110
 103 Woodmere Rd Suite #110, Folsom CA 95630
 Tel 916 294-8800 Fax 916 294-8889

DIR: 100000593
 CL#: 22445



(12) SOFTWARE AND DIGITAL SERVICES. Use, Implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

(13) PRIVACY. Seller as Processor: Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.

(15) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) FORCE MAJEURE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(h) ONE-YEAR CLAIMS LIMITATION: No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

T&C Version: 3/31/2021

R23-01640



Softchoice
 20 Mowat Avenue
 Toronto, ON M6K 3E8
Sales/Order desk
 Phone: (800) 268-7638
 Fax: (800) 268-7639

Quote	Q-1138337
Date	08-Sep-2022

Budgetary Quote

A3

Ship To :
 Information Services
 Sacramento City Unified School District
 5735 47TH AVE
 SACRAMENTO, CA 95824-4528

Quote Prepared For	Information Services Sacramento City Unified School District Phone: 9166437400 Email: bob-lyons@scusd.edu
Quote Sent By	Braeden Carr braeden.carr@softchoice.com Phone: (312) 260-9890 Fax:
Anniversary Date	01-Sep-2022
Authorization Number	60337377
Agreement End Date	31-Oct-2024
Comments	

CAMSA EES - Yr 2 anniversary -09/01 - ENR# 60337377
A3 option

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	3063	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$49.07	\$150,301.41
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	65000	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$0.00	\$0.00

Budgetary Quote

2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	5500	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$0.00	\$0.00
2000279292	7JQ-00341	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic	19	Upfront	01-Nov-2022	31-Oct-2023	United States	Perpetual License & Maintenance	\$1,117.15	\$21,225.85
2000279596	NK5-00001	PwrBIProforEDU ShrdSvr ALNG SubsVL MVL PerUsr	6	Upfront	01-Nov-2022	31-Oct-2023	United States	Subscription	\$22.97	\$137.82
2000279298	7NQ-00302	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic	4	Upfront	01-Nov-2022	31-Oct-2023		Perpetual License & Maintenance	\$291.28	\$1,165.12
2000279133	6QK-00001	Azure prepayment	1	Upfront	01-Nov-2022	31-Oct-2023		Subscription	\$1,224.00	\$1,224.00
GROUP TOTAL										\$174,054.20

SUBTOTAL	\$174,054.20
DELIVERY: Ground - 3 to 5 days	\$0.00
State Tax	\$0.00
Local Tax	\$0.00
All currency in this quote is in (USD).	TOTAL
	\$174,054.20

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found <http://www.softchoice.com/softchoice-terms-and-conditions-for-products>

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Budgetary Quote

Title :

Date :

PO# :

US - California Education - Microsoft ESS (CAMSA) -
Please note all products priced in accordance to the CAMSA Microsoft contract.

Cage Code: 3DH15

DUNs: 929022028

TIN: 13-3827773

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
SWINERTON BUILDERS**

This Amendment No. 1 to the Facilities Lease (“[First] Amendment”) is made and entered into this 6th day of October 2022 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and **SWINERTON BUILDERS** (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated May 26, 2022, pertaining to the **Albert Einstein MS Re-Roofing & HVAC Replacement, Fern Bacon MS Re-Roofing & HVAC Replacement, John Still MS Re-Roofing & HVAC Replacement** (“Project”) at Albert Einstein MS, located at 9325 Mirandy Dr. Sacramento, CA 95826, Fern Bacon MS, located at 4140 Cuny Ave Sacramento CA 95823 and John Still MS, located at 2250 John Still Dr Sacramento, CA 95832, (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

2. The **Construction Schedule**, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.

3. The **Schedule of Values** which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.

4. Page 15, SubParagraph 11.1.2 Contract Time/Construction Schedule, which is attached hereto as **Attachment “4”** and incorporated herein by this reference, is hereby approved by the District and is hereby replaces Page 15, SubParagraph 11.1.2 to the Facilities Lease.

5. **Skilled and Trained** Workforce language and Certification, which is attached hereto as **Attachment "5"** and incorporated herein by this reference, is hereby approved by the District and is added to the Facilities Lease.

6. The **Project Labor Agreement (PLA)** approved by Board June 9, 2022, which is attached hereto as **Attachment "6"** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit H (Project Labor Agreement) to the Facilities Lease.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

Dated: September 23, 2022

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

SWINERTON BUILDERS

By: _____

By: _____

Name: Rose Ramos

Name: Jeff Good

Title: CBO

Title: Vice President, Division Manager

ATTACHMENT 1

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs, and replacements, dismantling and removal thereof and costs of Developer’s Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District’s prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 Costs of that portion of the reasonable travel, parking and subsistence expenses of Developer’s personnel incurred while traveling and discharging duties connected with the Work.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
Steel Material Escalation	\$15,000.00
Rooftop Reglet Kerf Cut	\$7,500.00
<i>Blank</i>	<i>\$0.00</i>
Total Allowance Amount	\$22,500.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed

Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business, and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Two percent (2.0%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of one percent (1.0%) of the Cost of the Work for insurance and one percent (1.0%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 The Guaranteed Maximum Price includes a Contingency of five percent (5.0%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

2.1.9.2 The Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingency shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors, and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold an amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease

Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

ATTACHMENT 1

GENERAL CONDITIONS COSTS



General Conditions Requirements

Re-Roof and HVAC Replacement at Fern Bacon, Albert Einstein, and John Still Middle Schools

Division 1 - General Requirements and General Conditions

General Requirements

	Qty.	Unit	\$/Unit	Subtotal
Temporary protection of openings at removed rooftop equipment	57	EA	\$ 75.00	\$ 4,275.00
Rooftop perimeter safety zone delineation	2100	LF	\$ 5.00	\$ 10,500.00
Temporary power distribution (wiring + spider boxes only; connections by electrical)	3	CAMPUS	\$ 1,500.00	\$ 4,500.00
Gen. labor, protection, and safety barricade maintenance (1 laborer/campus x 2.5 mos)	1200	MHRS	\$ 95.00	\$ 114,000.00
Debris and recycling bins/hauling (2 - 40yd. bins per campus x 4 pulls per bin)	24	PULLS	\$ 900.00	\$ 21,600.00
Temporary protection of gym floors	34500	SF	\$ 3.60	\$ 124,200.00
General Requirements Total				\$ 279,075.00

General Conditions

	Qty.	Unit	\$/Unit	Subtotal
Project executive	20	MHRS	\$ 110.00	No Charge
Project manager	80	MHRS	\$ 90.00	\$ 7,200.00
Superintendent and foreman	1200	MHRS	\$ 100.00	\$ 120,000.00
Misc. GCs (toilets, documents, payroll processing, etc.)	1	LS	\$ 8,000.00	\$ 8,000.00
General Conditions Subtotal				\$ 135,200.00
Reduction at Proposal	1	LS	\$ (60,200.00)	\$ (60,200.00)
General Conditions Total				\$ 75,000.00

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

Fern Bacon/John Still/Albert Einstein MS Re-Roof & HVAC Projects

Swinerton is pleased to submit for the Board's review our Guaranteed Maximum Price for the Bacon/Still/Einstein Middle School Re-Roof & HVAC projects.

Included in this GMP are asbestos abatement and removal at the Einstein campus roof, and at all campus Gym buildings protection of existing finishes to remain, demolition and disposal of existing roofing and flashing at the low roofs, selective demolition of locker room ceilings, new mechanical curbs and rooftop Air Conditioning Units with new supporting structural steel members, new steel guardrails at roof edges, new painted ductwork, new roofing and flashing at the low roofs, and patch back and painting of locker room ceilings to match existing. This work is in accordance with the DSA-approved plans and specifications; DSA approval date stamps Bacon 7/12/22, Still 7/28/22, Einstein 8/5/22. Also included in this GMP are allowances for possible steel cost escalation, and existing conditions at the rooftops which are assumed but will not be confirmed until demolition is complete, and a 5% owner-controlled contingency fund for unforeseen conditions.

The work at the three campuses will be concurrent over the 2023 Summer Break and will complete prior to the start of the 2023 Fall term. Each campus will have full-time on-site Swinerton supervision. Materials and/or tools will be stored in the gym buildings on floor protection, or on the low roofs. There is to be no outside storage. Stair towers will provide access to the rooftops and will be secured from the public and students during non-work hours.

Swinerton's safety standards meet or exceed California and Federal OSHA requirements and include fall protection for all workers at or above 6' above ground level. Temporary rooftop guardrail will be employed until the permanent steel guardrail is installed. All Swinerton supervisors are First Aid and OSHA-30 certified. All equipment/lifts on site are to be inspected daily and operated only by trained and certified operators. Our Division Safety Manager will be visiting all sites on a regular basis.

Swinerton looks forward to successfully delivering these projects to the District and its students, and to developing a healthy partnership with Sac City Unified.

Respectfully, SWINERTON BUILDERS

GUARANTEED MAXIMUM PRICE

GMP is all-inclusive per the plans, specifications, and addenda. Swinerton hereby certifies that they have reviewed all subcontractor proposals and whether the subcontractor excluded portions of their scope. Swinerton has included all costs for a complete GMP in accordance with plans, specifications, and addenda (Facilities Lease 10.1.5.10.1). Further, Swinerton's understanding of the last day of school, summer build period, and first day of school for each of the three sites is confirmed.



SCUSD Einstein/Still/Bacon re-roof & HVAC upgrade
2022.09.15-rev3

BID SUMMARY

Line #	CSI	Description	Line Item cost
		General Conditions	\$75,000
		General Requirements	\$279,075
		Asbestos Abatement; JM Environmental	\$36,543
		Steel; San Joaquin Steel	\$261,492
		Rough Carpentry; Swinerton	\$213,834
		Roofing; King's Roofing	\$1,132,830
		Plaster; Boeger Plastering	\$118,851
		Painting; Montecelli Painting	\$48,645
		Plumbing & HVAC; ACCO	\$2,087,957
		Electrical & Fire Alarm; Collins	\$460,844
		Allowance - steel material escalation	\$15,000
		Allowance - rooftop reglet Kerf cut, all campuses	\$7,500
Cost of Work			\$4,737,571
		Preconstruction Services	\$ 2,500
		Subtotal	\$4,740,071
	2.00%	Bonds & Insurance	\$ 94,751
	2.00%	Contractor Fee	\$ 94,751
	6.00%	Contingency	\$ 236,879
TOTAL			\$5,166,452

By Jeff Good, VP Swinerton Builders

ATTACHMENT 3
SCHEDULE OF LEASE PAYMENTS

Total Contract	\$5,166,452				
Annual Interest Rate	0.00%				
Years	1				
Payments Per Year	12				
Amount	\$0				
Payment #	Total Payment	Principal Payment	Interest Payment	Balance	
1	\$0	\$0	\$0	\$0	
2	\$0	\$0	\$0	\$0	
3	\$0	\$0	\$0	\$0	
4	\$0	\$0	\$0	\$0	
5	\$0	\$0	\$0	\$0	
6	\$0	\$0	\$0	\$0	
7	\$0	\$0	\$0	\$0	
8	\$0	\$0	\$0	\$0	
9	\$0	\$0	\$0	\$0	
10	\$0	\$0	\$0	\$0	
11	\$0	\$0	\$0	\$0	
12	\$0	\$0	\$0	\$0	
Facilities Lease					
EINSTEIN, BACON, STILL RE-ROOFING &HVAC REPLACEMENT #0410-453, #0431-453, #0445-453					



ATTACHMENT 2 Exhibit F Construction Schedule
Einstein, Bacon, Still MS Re-Roof & HVAC Projects



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2022												2023											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov				
SCUSD Reroof and HVAC Replacement I		352	4-4-22 A	9-25-23	0																								
Project Summary		337	5-23-22A	9-25-23	0																								
Duration Overview		317	5-23-22A	8-25-23	20																								
BSA-DO-100	Preconstruction Duration (wds)	288	5-23-22A	6-16-23	69																								
BSA-DO-110	Construction Duration (wds)	49	6-19-23	8-25-23	0																								
Project Milestones		69	6-19-23	9-25-23	0																								
BSA-PM-100	Construction Start	0	6-19-23		69																								
BSA-PM-110	Fern Bacon MS Substantially Complete	0		8-25-23*	0																								
BSA-PM-120	Albert Einstein MS Substantially Complete	0		8-25-23*	0																								
BSA-PM-130	John Still MS Substantially Complete	0		8-25-23*	0																								
BSA-PM-140	Final Completion	0		9-25-23	0																								
Preconstruction		283	4-4-22 A	6-16-23	69																								
RFP Timeline		7	4-14-22A	5-23-22A																									
BSA-RT-100	SB Prepare & Submit Proposal	1	4-14-22A	5-16-22A																									
BSA-RT-110	District Release Shortlist & Interviews	5	5-17-22A	5-23-22A																									
BSA-RT-120	Notice of Selected Contractor	0		5-23-22A																									
DSA / Permitting		69	4-4-22 A	8-5-22 A																									
FERN BACON SCHOOL		60	4-4-22 A	7-12-22A																									
BSA-DP-100	DSA Review	60	4-4-22 A	7-12-22A																									
BSA-DP-110	DSA Approval & Permit Issuance	5	7-12-22A	7-12-22A																									
JOHN STILL SCHOOL		65	4-4-22 A	7-28-22A																									
BSA-DP-120	DSA Review	60	4-4-22 A	7-28-22A																									
BSA-DP-130	DSA Approval & Permit Issuance	5	7-28-22A	7-28-22A																									
ALBERT EINSTEIN SCHOOL		69	4-4-22 A	8-5-22 A																									
BSA-DP-140	DSA Review	60	4-4-22 A	8-5-22 A																									
BSA-DP-150	DSA Approval & Permit Issuance	5	8-5-22 A	8-5-22 A																									
Bidding & Buyout		90	6-1-22 A	9-29-22	0																								
BSA-BB-110	VE Analysis	20	6-1-22 A	6-28-22A																									
BSA-BB-120	Cost Estimate	10	6-15-22A	6-28-22A																									
BSA-BB-130	Design Review	10	6-29-22A	7-13-22A																									
BSA-BB-100	Constructability Review	15	7-1-22 A	7-20-22A																									
BSA-BB-140	Prepare & Submit GMP	10	7-13-22A	8-25-22A																									
BSA-BB-150	GMP Approval & Board Approval 9-15	14	8-26-22	9-15-22	0																								
BSA-BB-160	SB Issue Subcontracts	10	9-16-22	9-29-22	0																								
Submittals & Procurement		178	9-30-22	6-16-23	0																								
HVAC		170	9-30-22	6-6-23	8																								
BSA-SP-100	Subcontractor Prepare Submittals	15	9-30-22	10-20-22	8																								
BSA-SP-170	Swinerton Review & Submission	5	10-21-22	10-27-22	8																								
BSA-SP-120	Design Team Review & Approve Submittals	10	10-28-22	11-10-22	8																								
BSA-SP-140	Fabricate & Procure HVAC	140	11-11-22	6-6-23	8																								

- Remaining Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone

Swinerton Builders
GMP Schedule Update

Data Date: 9-22-22
Swinerton Job #: 22041042



ATTACHMENT 2 Exhibit F Construction Schedule
Einstein, Bacon, Still MS Re-Roof & HVAC Projects



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2022												2023															
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov								
Roofing						178	9-30-22	6-16-23	0																								
BSA-SP-110	Subcontractor Prepare Submittals	15	9-30-22	10-20-22	0																												
BSA-SP-160	Swinerton Review & Submission	3	10-21-22	10-25-22	0																												
BSA-SP-130	Design Team Review & Approve Submittals	10	10-26-22	11-8-22	0																												
BSA-SP-150	Roofing Insulation Material	150	11-9-22	6-16-23	0																												
Construction						49	6-19-23	8-25-23	0																								
FERN BACON SCHOOL						49	6-19-23	8-25-23	0																								
Mobilization						8	6-19-23	6-28-23	0																								
BCA-FBS-100	Construction Fencing 6-19	1	6-19-23	6-19-23	0																												
BCA-FBS-110	Roof Access	2	6-19-23	6-20-23	0																												
BCA-FBS-140	Roof Safety Tie Off	2	6-21-23	6-22-23	0																												
BCA-FBS-170	Floor Protection	5	6-22-23	6-28-23	0																												
Low Roof						43	6-20-23	8-18-23	4																								
BCA-FBS-120	Safe Off Power	1	6-20-23	6-20-23	0																												
BCA-FBS-130	Safe Off Plumbing, HVAC Refrigerant, & Roof DS	2	6-20-23	6-21-23	0																												
BCA-FBS-150	Safe Off Existing Duct	2	6-21-23	6-22-23	0																												
BCA-FBS-160	Demo Existing HVAC Units	2	6-21-23	6-22-23	0																												
BCA-FBS-180	Demo Existing Roofing Build Up, Skylight & Unit Curbs	5	6-23-23	6-29-23	0																												
BCA-FBS-190	Layout New Roof Penetrations	1	6-29-23	6-29-23	0																												
BCA-FBS-200	Frame New Roof Openings & Infill	5	6-30-23	7-7-23	0																												
BCA-FBS-220	Frame Roof Curbs	3	7-6-23	7-10-23	0																												
BCA-FBS-230	Repair Structural Roof Damage	3	7-6-23	7-10-23	0																												
BCA-FBS-270	Inspect Framing	1	7-11-23	7-11-23	0																												
BCA-FBS-290	Duct Drop	2	7-12-23	7-13-23	0																												
BCA-FBS-300	Insulate & Dens & Tape Inside HVAC Curb	4	7-13-23	7-18-23	0																												
BCA-FBS-320	Set Mechanical Curbs	1	7-18-23	7-18-23	0																												
BCA-FBS-330	Install New Roof Flashing	3	7-19-23	7-21-23	0																												
BCA-FBS-340	Connect Drop To Duct	2	7-19-23	7-20-23	1																												
BCA-FBS-350	Adjust Roof Drain Hieght	1	7-21-23	7-21-23	1																												
BCA-FBS-360	Roof Insulation, Taper, TPO	10	7-24-23	8-4-23	0																												
BCA-FBS-440	Set HVAC Units	1	8-4-23	8-4-23	0																												
BCA-FBS-450	Unit Counter Flashing	1	8-7-23	8-7-23	4																												
BCA-FBS-470	Power to Units	1	8-7-23	8-7-23	0																												
BCA-FBS-480	Remove Roof Protection & Final Clean	3	8-8-23	8-10-23	4																												
BCA-FBS-500	Roofing Manufacture Rep	2	8-9-23	8-10-23	4																												
BCA-FBS-540	SW D.I.D.	5	8-11-23	8-17-23	4																												
BCA-FBS-630	Low Roof Complete	1	8-18-23	8-18-23	4																												
Interior						28	7-6-23	8-14-23	8																								
BCA-FBS-240	Floor Protection	1	7-6-23	7-6-23	8																												
BCA-FBS-250	Scaffolding	2	7-7-23	7-10-23	8																												

- Remaining Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone

Swinerton Builders
GMP Schedule Update

Data Date: 9-22-22
Swinerton Job #: 22041042

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	2022												2023											
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov				
Final Inspections & Punchlist		8	8-16-23	8-25-23	0																								
BCA-JSS-610	Punch List	2	8-16-23	8-17-23	0																								
BCA-JSS-640	Punch Work	3	8-18-23	8-22-23	0																								
BCA-JSS-660	DSA Sign Off	2	8-23-23	8-24-23	0																								
BCA-JSS-670	Final Inspections & Punch Complete	1	8-25-23	8-25-23	0																								
ALBERT EINSTEIN SCHOOL		49	6-19-23	8-25-23	0																								
Mobilization		9	6-19-23	6-29-23	1																								
BCA-AES-100	Construction Fencing	1	6-19-23	6-19-23	0																								
BCA-AES-110	Roof Access	2	6-20-23	6-21-23	0																								
BCA-AES-120	Roof Safety Tie Off	2	6-22-23	6-23-23	1																								
BCA-AES-150	Floor Protection	5	6-23-23	6-29-23	1																								
Low Roof		42	6-22-23	8-21-23	4																								
BCA-AES-130	Safe Off Power	1	6-22-23	6-22-23	0																								
BCA-AES-140	Safe Off Plumbing, HVAC Refrigerant, & Roof DS	2	6-22-23	6-23-23	0																								
BCA-AES-160	Safe Off Existing Duct	2	6-23-23	6-26-23	0																								
BCA-AES-170	Demo Existing HVAC Units	2	6-23-23	6-26-23	0																								
BCA-AES-180	Demo Existing Roofing Build Up, Skylight & Unit Curbs	5	6-27-23	7-3-23	0																								
BCA-AES-190	Layout New Roof Penetrations	1	7-3-23	7-3-23	0																								
BCA-AES-200	Frame New Roof Openings & Infill	5	7-5-23	7-11-23	0																								
BCA-AES-220	Frame Roof Curbs	3	7-10-23	7-12-23	0																								
BCA-AES-230	Repair Structural Roof Damage	3	7-10-23	7-12-23	0																								
BCA-AES-270	Inspect Framing	1	7-13-23	7-13-23	0																								
BCA-AES-290	Duct Drop	2	7-14-23	7-17-23	0																								
BCA-AES-300	Insulate & Dens & Tape Inside HVAC Curb	4	7-17-23	7-20-23	0																								
BCA-AES-320	Set Mechanical Curbs	1	7-20-23	7-20-23	0																								
BCA-AES-330	Install New Roof Flashing	3	7-21-23	7-25-23	0																								
BCA-AES-340	Connect Drop To Duct	2	7-21-23	7-24-23	1																								
BCA-AES-350	Adjust Roof Drain Hieght	1	7-25-23	7-25-23	1																								
BCA-AES-360	Roof Insulation, Taper, TPO	9	7-26-23	8-7-23	0																								
BCA-AES-440	Set HVAC Units	1	8-7-23	8-7-23	0																								
BCA-AES-450	Unit Counter Flashing	1	8-8-23	8-8-23	4																								
BCA-AES-460	Power to Units	1	8-8-23	8-8-23	0																								
BCA-AES-480	Remove Roof Protection & Final Clean	3	8-9-23	8-11-23	4																								
BCA-AES-500	Roofing Manufacture Rep	2	8-10-23	8-11-23	4																								
BCA-AES-540	SW D.I.D.	5	8-14-23	8-18-23	4																								
BCA-AES-620	Low Roof Complete	1	8-21-23	8-21-23	4																								
Interior		28	7-10-23	8-16-23	7																								
BCA-AES-240	Floor Protection	1	7-10-23	7-10-23	7																								
BCA-AES-250	Scaffolding	2	7-11-23	7-12-23	7																								
BCA-AES-260	Misc Drywall Repair	6	7-11-23	7-18-23	14																								

- Remaining Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone

Swinerton Builders
GMP Schedule Update

Data Date: 9-22-22
 Swinerton Job #: 22041042

ATTACHMENT 3, Exhibit G Schedule of Values (SOV)

Fern Bacon MS RE-ROOFING & HVAC REPLACEMENT PROJECT #0431-453

Item No.	SOV Description		Amount
	1 General Conditions	\$	25,000
	2 General Requirements	\$	93,025
	3 Asbestos Abatement	\$	0
	4 Structural Steel	\$	87,164
	5 Carpentry: Rough	\$	71,278
	6 Roofing	\$	377,610
	7 Plaster Finishes	\$	39,617
	8 Painting	\$	16,215
	9 Plumbing	\$	78,218
	10 HVAC	\$	546,700
	11 Electrical & Fire Alarm	\$	153,615
	12 Bonds (Payment & Performance)	\$	14,968
	13 Insurance	\$	14,968
	14 Pre-Construction Services	\$	834
	15 Fee	\$	29,935
	16 Construction Contingency	\$	74,612
	17 Owner Allowances	\$	7,500
Total		\$	1,631,259

ATTACHMENT 3, Exhibit G Schedule of Values (SOV)

Albert Einstein MS RE-ROOFING & HVAC REPLACEMENT PROJECT #0410-453

Item No.	SOV Description		Amount
	1 General Conditions	\$	25,000
	2 General Requirements	\$	93,025
	3 Asbestos Abatement	\$	36,543
	4 Structural Steel	\$	87,164
	5 Carpentry: Rough	\$	71,278
	6 Roofing	\$	377,610
	7 Plaster Finishes	\$	39,617
	8 Painting	\$	16,215
	9 Plumbing	\$	78,120
	10 HVAC	\$	546,700
	11 Electrical & Fire Alarm	\$	153,615
	12 Bonds (Payment & Performance)	\$	15,332
	13 Insurance	\$	15,332
	14 Pre-Construction Services	\$	833
	15 Fee	\$	30,664
	16 Construction Contingency	\$	76,661
	17 Owner Allowances	\$	7,500
Total		\$	<u>1,671,209</u>

ATTACHMENT 3, Exhibit G Schedule of Values (SOV)

John Still MS RE-ROOFING & HVAC REPLACEMENT PROJECT #0445-453

Item No.	SOV Description		Amount
1	General Conditions	\$	25,000
2	General Requirements	\$	93,025
3	Asbestos Abatement	\$	0
4	Structural Steel	\$	87,164
5	Carpentry: Rough	\$	71,278
6	Roofing	\$	377,610
7	Plaster Finishes	\$	39,617
8	Painting	\$	16,215
9	Plumbing	\$	122,219
10	HVAC	\$	716,000
11	Electrical & Fire Alarm	\$	153,615
12	Bonds (Payment & Performance)	\$	17,101
13	Insurance	\$	17,101
14	Pre-Construction Services	\$	833
15	Fee	\$	34,202
16	Construction Contingency	\$	85,504
17	Owner Allowances	\$	7,500
Total		\$	1,863,984

ATTACHMENT 4

11.1 Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be **Four Hundred Eighty Eight (488)** calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than **September 25, 2023** ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

Developer will provide a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand Five Hundred Dollars (\$1,500.00) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 Warranty of Title

19.3.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom,

19.3.7.2 If Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop payment notice has been released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Developer under the Contract.

19.4 **Decisions to Withhold Payment**

19.4.1 Reasons to Withhold Payment

The District shall withhold payment in whole, or in part, as required by statute. In addition, the District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. Payment, in whole, or in part, will be withheld based on the need to protect the District from loss because of, but not limited to, any of the following:

19.4.1.1 Defective Work not remedied within FORTY-EIGHT (48) hours of written notice to Developer.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract.

19.4.1.3 Failure to comply with the requirements of Public Contract Code section 2600 et seq. ("Skilled and Trained Workforce Requirements").

19.4.1.4 Liquidated damages assessed against Developer.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

26.7 Skilled and Trained Workforce

26.7.1 Developer and its subcontractors at every tier hereby provides an enforceable commitment to comply with Public Contract Code section 2600 et seq., which requires use of skilled and trained workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades.

26.7.1.1 "Apprenticeable Occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

26.7.1.2 "Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

26.7.1.2.1 All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief,

2 That, for the applicable dates, either (A) the number of the skilled journeypersons employed to perform work on the Contract or Project by Developer or Its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Labor Code section 3075 or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or (B) the hours of work performed by skilled journeypersons who have graduated from an approved apprenticeship program meet at least the percentages set forth in the following chart:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical Installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	All remaining apprenticeable occupations

26.7.1.2.3 For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

26.7.1.2.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements if:

26.7.1.2.4.1 During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or

26.7.1.2.4.2 The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed one-half of one percent (0.5%) of the price of the prime contract.

26.7.1.2 "Skilled Journeyperson" means a worker who either:

26.7.1.2.1 Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside of California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or

26.7.1.2.2 Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

26.7.2 Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following:

26.7.2.1 Provide monthly reports to the District demonstrating that Developer and its subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

26.7.2.2 Provide *evidence* that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation " means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
- a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract,

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

D Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

D Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF:-----, 20__ _

The undersigned hereby certifies that all the workers employed by the above- referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(WORKSHEET)

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____ 20__

Page ___ of ___ (Duplicate as needed. Submit a separate Worksheet for each
apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____

A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.

B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

D Number of Skilled Journeypersons:

1. Number of skilled journeypersons performing work in the apprenticeable occupation:

2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

D Number of Hours of Work Performed by Skilled Journeypersons:

1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

ATTACHMENT 6

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

ATTACHMENT 6

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

ATTACHMENT 6

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

ATTACHMENT 6

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

ATTACHMENT 6

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

ATTACHMENT 6

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

- 2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.
- 2.4 The following shall be excluded from Covered Work:
 - 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
 - 2.4.2 Equipment and machinery owned or controlled and operated by the District;
 - 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
 - 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
 - 2.4.6 District procurement or use of modular buildings;
 - 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

ATTACHMENT 6

- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

ATTACHMENT 6

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

ATTACHMENT 6

disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

ATTACHMENT 6

fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

ATTACHMENT 6

- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

ATTACHMENT 6

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

ATTACHMENT 6

- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

ATTACHMENT 6

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

ATTACHMENT 6

- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

ATTACHMENT 6

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:
- (l) Possesses any license required by state or federal law for the Project work to be performed;

ATTACHMENT 6

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
- (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
- (4) Has the ability to perform safely the basic functions of the applicable trade.

11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

ATTACHMENT 6

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering , Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

ATTACHMENT 6

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement (“Union Educational and Career Development Support MOU”). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California’s College and Career Dashboard.

ARTICLE 13

ATTACHMENT 6

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

ATTACHMENT 6

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

ATTACHMENT 6

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

ATTACHMENT 6

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:



B4C87250B34241A...

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

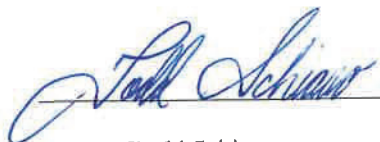
Name: Karl Pineo

Title: President

ATTACHMENT 6

Sacramento-Sierra Building and

Construction Trades Council



Date: 8/2/2022

Name: Todd Schiavo


Title: Vice-President

ATTACHMENT 6


DocuSigned by:

6C910C1A0D294D5...


Asbestos Workers Local #16

DocuSigned by:

D48B5A45BA78425...

Bricklayers Local #3

DocuSigned by:

C23CEC6C30BC44A...

Boilermakers Local #549


DocuSigned by:

4F8BF44AA19D47C...

Cement Masons Local #400

DocuSigned by:

C10D2578818641F...

Asbestos, Lead and Mold Laborers Local #67

DocuSigned by:

0D9AD28FD7DFACE...

District Council #16 International Union of Painters & Allied Trades

DocuSigned by:

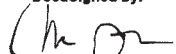
B9EDEF97DCC4462...

Elevator Constructors Local #8

DocuSigned by:

C0089C1D0CA54AC...

International Brotherhood of Electricians Local #340

DocuSigned by:

9BF3BF3C801849A...


Sprinkler Fitters Local #669

UNIONS

DocuSigned by:

CD7DE50D9167457...

Iron Workers Local #118

DocuSigned by:

C20514D4BD51437...

Laborers Local #185

DocuSigned by:

[unclear]

Operating Engineers Local #3

DocuSigned by:


B85F4751AD08435...

Plasterers & Cement Masons Local #300


DocuSigned by:

18EECB2BF4504BA...


UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

DocuSigned by:

9CC33EC099F84FA...

Plumbers & Pipefitters Local #447

DocuSigned by:

09D284A82D354D7...

Roofers Local #81

DocuSigned by:

73EA33F8D61046A...

Sheet Metal Workers Local #104

DocuSigned by:

BC6F45A38B6746A...

Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

ATTACHMENT 6

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of
Laborers



Carpenters 46 Northern California
Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International
Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement
Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

ATTACHMENT 6

[INTENTIONALLY LEFT BLANK]

ATTACHMENT 6

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____

Bid Number: _____

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

ATTACHMENT 6

DATED: 9/23/22

Name of Contractor Swinerton Builders

(Authorized Officer & Title)

15 Business Park Way, Ste. 101

Sacramento, CA 95828

(Address)

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
S + B JAMES CONSTRUCTION CALIFORNIA, INC.**

This Amendment No. 1 to the Facilities Lease (“[First] Amendment”) is made and entered into this 6th day of October 2022 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and **S + B JAMES CONSTRUCTION CALIFORNIA, INC.** (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated June 16, 2022, pertaining to the **Rosa Parks MS Re-Roofing & HVAC Replacement, Leonardo Da Vinci K-8 Re-Roofing & HVAC Replacement** (“Project”) at Rosa Parks MS, located at 2250 68th Ave Sacramento CA 95822 and Leonardo Da Vinci, located at 4701 Joaquin Way, Sacramento, CA 95822, (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

2. The **Construction Schedule**, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.

3. The **Schedule of Values** which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.

4. Page 15, SubParagraph 11.1.2 Contract Time/Construction Schedule, which is attached hereto as **Attachment “4”** and incorporated herein by this reference, is hereby approved by the District and is hereby replaces Page 15, SubParagraph 11.1.2 to the Facilities Lease.

5. **Skilled and Trained** Workforce language and Certification, which is attached hereto as **Attachment “5”** and incorporated herein by this reference, is hereby approved by the District and is added to the Facilities Lease.

6. The **Project Labor Agreement (PLA)** approved by Board June 9, 2022, which is attached hereto as **Attachment "6"** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit H (Project Labor Agreement) to the Facilities Lease.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

Dated: Sept. 23, 2022

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

S + B JAMES CONSTRUCTION CALIFORNIA,
INC.

By: _____

By:  _____

Name: Rose Ramos

Name: Silas Nigam

Title: CBO

Title: President

ATTACHMENT 1

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs, and replacements, dismantling and removal thereof and costs of Developer’s Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District’s prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 Costs of that portion of the reasonable travel, parking and subsistence expenses of Developer’s personnel incurred while traveling and discharging duties connected with the Work.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work at Rosa Parks MS	Allowance Amount
Material Escalation thru Construction Start	\$20,000.00
<i>OT Premium for Saturday work</i>	\$11,520.00
<i>Abatement of Roofing ACMs</i>	\$6,236.00
<i>Substitute Fabric Ductwork w/Rigid Metal Duct</i>	\$16,042.00
<i>Existing Basketball Hoop & Duct Conflicts</i>	\$10,000.00
<i>R&R Exist Elect, Lights, etc. for new structural</i>	\$6,487.00
Total Allowance Amount	\$70,285.00

Task/Work at Leonardo Da Vinci K-8	Allowance Amount
Material Escalation thru Construction Start	\$20,000.00
<i>OT Premium for Saturday work</i>	\$11,520.00
<i>Dry rot repairs</i>	\$9,720.00
<i>Ceiling repairs @ Music Library for new structural</i>	\$7,572.00
<i>Substitute Fabric Ductwork w/Rigid Metal Duct</i>	\$19,265.00
<i>R&R Exist Elect, Lights, etc. for new structural</i>	\$4,658.00
<i>Additional owner allowance</i>	\$9,475.00
Total Allowance Amount	\$82,211.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business, and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Four percent (4.0%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of one point six five percent (1.65%) of the Cost of the Work for insurance and one point one percent (1.1%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 The Guaranteed Maximum Price includes a Contingency of five percent (5.0%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

2.1.9.2 The Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingency shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors, and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold an amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the

Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

ATTACHMENT 1

GENERAL CONDITIONS COSTS



GENERAL CONDITIONS COST

PROJECT: REROOFING & HVAC REPLACEMENT PROJECT
 CLIENT: Sacramento City Unified School District
 LOCATION: Rosa Parks Middle School
 ARCHITECT: HMC Architects

DATE: 8/29/2022
 CONSTRUCTION DURATION - WEEKS: 10
 CONSTRUCTION DURATION - MONTHS PER SITE: 3
 CONSTRUCTION DURATION - WORK DAYS: 50

PROJECT SUPERVISION											
CC	DESCRIPTION TASK	# WK	HR/WK	LABOR			MATERIAL/EQUIPMENT				TOTAL
				# HR	RATE	SUBTOTAL	# UNITS	UNIT	RATE	SUBTOTAL	
013-204	Project Manager	10	8	80	\$140.00	\$11,200	10	week	\$0	\$0	\$11,200
013-211	Project Superintendent	10	40	400	\$135.00	\$54,000	10	week	\$0	\$0	\$54,000
013-214	Project Engineer	10	32	320	\$70.00	\$22,400	10	week	\$0	\$0	\$22,400
013-224	Project Coordination	10	10	100	\$52.00	\$5,200	10	week	\$0	\$0	\$5,200
TOTAL				900		\$92,800			\$0		\$92,800
TOTAL PER MONTH											\$37,120
TOTAL PER WEEK											\$9,280



GENERAL CONDITIONS COST

PROJECT: REROOFING & HVAC REPLACEMENT PROJECT
 CLIENT: Sacramento City Unified School District
 LOCATION: Leonardo Da Vinci K-8 School
 ARCHITECT: HMC Architects | Rainforth Grau Architects

DATE: 8/29/2022
 CONSTRUCTION DURATION - WEEKS: 10
 CONSTRUCTION DURATION - MONTHS PER SITE: 3
 CONSTRUCTION DURATION - WORK DAYS: 50

PROJECT SUPERVISION											
CC	DESCRIPTION TASK	# WK	HR/WK	LABOR			MATERIAL/EQUIPMENT				TOTAL
				# HR	RATE	SUBTOTAL	# UNITS	UNIT	RATE	SUBTOTAL	
013-204	Project Manager	10	8	80	\$140.00	\$11,200	10	week	\$0	\$0	\$11,200
013-211	Project Superintendent	10	40	400	\$135.00	\$54,000	10	week	\$0	\$0	\$54,000
013-214	Project Engineer	10	32	320	\$70.00	\$22,400	10	week	\$0	\$0	\$22,400
013-224	Project Coordination	10	10	100	\$52.00	\$5,200	10	week	\$0	\$0	\$5,200
TOTAL				900		\$92,800			\$0		\$92,800
TOTAL PER MONTH											\$37,120
TOTAL PER WEEK											\$9,280

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE



SACRAMENTO CITY USD
REROOFING & HVAC REPLACEMENT PROJECT
8/29/2022
Sacramento, California

BASIS OF ESTIMATE

The Basis of Estimate is a written explanation clarifying the assumptions and exclusions used in establishing the 100% CD budget for the Rosa Parks MS & Leonardo Da Vinci K-8 Reroofing & HVAC Replacement project. The estimate is based on the following documents:

1. Rosa Parks MS DSA Submittal Drawings by HMC Architects dated 6.01.2022
2. Leonardo Da Vinci K-8 DSA Submittal Drawings by RGA dated 6.02.2022
3. Project Schedule by SBJ dated 8.22.2022
4. HMC/RGA Bid RFI Response #'s 1-6

CONTINGENCIES

The following project "Contingencies" are established as detailed below:

1. *Construction Contingency:* Construction contingency is included as a percentage of overall cost of work. This contingency can be committed by SBJ to cover costs anticipated but not committed on the current design documents. These costs may include "scope busts" (i.e. coordination issues between trades), missed scope during the subcontractor bidding process, and inefficiencies created by such items as weather, mishaps, etc. The construction contingency does not account for design revisions or design development.
2. *Owner Held Contingency:* This contingency is not included in the estimate, and SBJ expects that a reasonable budget is established as an Owner controlled fund to be utilized during construction. This contingency is established to address Owner directed changes and unforeseen conditions that are out of the control of SBJ. The Owner may utilize this funding source to pay for change orders and Owner driven scope changes.

ALLOWANCES

An "Owner Allowance" is an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a definitive cost. Because of the undefined nature of the scope, there may need to be adjustments to the contract price and schedule when the allowance item is sufficiently defined or performed. A rough estimate for an assumed scope and quality is used for each allowance. The Owner receives the savings for any amount under the allowance and is at risk for any amount over the allowance for both cost and schedule allocations. When the allowance item's scope of work is sufficiently defined or performed, the contract price will be adjusted by change order.

BID ALTERNATES

Please note the following are **NOT** included in the estimate but called out as "Bid Alternates":

Rosa Parks Middle School

- | | | |
|----|---|-------------------------|
| 1. | Replace Existing H&V Units w/ New Packaged AC Units (AC-D5/D6) | \$230,112 |
| | Replace Existing EF's Interlocked w/ Locker Room AC Units | |
| | Add New Return Ductwork & Grille Inside Locker Room | |
| 2. | Eliminate New Split-Systems & Associated Plumbing/Controls from Scope | (\$31,275) |
| 3. | Premium Cost for Carrier Equipment in Lieu of York Equipment (AC-D1, AC-D2, AC-D3, AC-D4) | <u>\$39,794</u> |
| | | Total: \$238,631 |

Leonardo Da Vinci K-8 School

- | | | |
|----|---|------------------------|
| 1. | Premium Cost for Carrier Equipment (AC-D1, AC-D2, AC-D3, AC-D4, AC-D5, AC-D6) | <u>\$99,267</u> |
| | | Total: \$99,267 |

LONG LEAD MATERIALS

SBJ has identified the following long lead procurement materials and/or equipment from approved submittals and listed approximate lead times below. Timely selection and release of Bid Alternates is crucial to meeting the project schedule. The required acceptance dates for each alternate in order to maintain the project schedule is 9/22/2022.

DESCRIPTION	ANTICIPATED LEAD-TIME IN CONTRACT TIME/SCHEDULE
TPA Roofing Membrane	26 Weeks
Roof Insulation	26 Weeks
Roof Insulation Cover Board	26 Weeks
Packaged Air Conditioning Units	44 Weeks
Dry-Type Transformers	26 Weeks
Panelboards	26 Weeks

CLARIFICATIONS

General Clarifications:

1. SBJ to provide full time construction supervision during hours of work.
2. SBJ will provide site logistics plan for approval. This will include designated onsite parking areas for construction team/trades, location for field office, dumpsters, and storage/lay down yard.
3. SBJ estimate and schedule are based upon a 40-hour work week during "normal business hours" (Monday-Friday). SBJ has included OT premium to perform utility shutdowns and/or tie-ins during night shifts and crane picks during weekends.
4. SBJ assumes material deliveries can take place during normal business hours.
5. Pricing includes York International, Inc. packaged air conditioning units. Anticipated lead time for York International equipment is currently 44 weeks from approved submittals. SBJ has listed the premium cost for Carrier equipment price within the Bid Alternates section. Anticipated lead time for Carrier equipment is currently 27-28 weeks.
6. SBJ assumes moving, storing, and/or placing back furniture, equipment, artwork, etc. will be by Owner as necessary to accommodate construction.



7. Per 8/25 GMP budget review meeting with SCUSD, SBJ has revised the budget to include the following Bid Alternates:

Rosa Parks Middle School

- Apply Roof Overlay In lieu of Complete Re-Roof: **(\$57,913)**
- New Roof Hydrants: **\$9,135**
- Substitute Fabric Ductwork w/ Rigid Metal Ductwork (ALLOWANCE): **\$16,042**
- Material Escalation through Start of Construction (ALLOWANCE): **\$20,000**

Leonardo Da Vinci K-8 School

- Remove Existing Boiler, Tanks, Pumps, Equip., Piping, Drains, Flue Duct, Etc. In Heater Room: **\$26,111**
- Substitute DuctSox Fabric Ductwork w/ Rigid Metal Ductwork (ALLOWANCE): **\$19,265**
- Material Escalation through Start of Construction (ALLOWANCE): **\$20,000**

8. The Parties acknowledge and agree that the Contract Sum and Contract Time as defined in the Contract do not include or contemplate cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19 ("Coronavirus"), the extent and magnitude of which are currently unknown. The Parties recognize that the recent events concerning the COVID-19 Pandemic are unprecedented, and that the Contract language may not fully address the unusual circumstances created by various applicable governmental orders concerning the COVID-19 Pandemic. Therefore, any Impacts associated with labor shortage, loss of labor productivity, additional safety costs and measures, strike, lockout or denial of labor by any union or collective bargaining unit, labor force reduction required by CDC or OSHA guidelines, regulations or governmental order, increased labor costs, off-site costs not originally anticipated, material unavailability or material price escalation or project shut-down by agency, governmental or municipal order are excluded from the Contract Sum. To the extent established by the Contractor and agreed to by the Owner, the Contract Sum and Contract Time shall be subject to an equitable adjustment to account for Impacts. The foregoing list is not inclusive of all potential Impacts associated with the Coronavirus. The Parties further agree that, notwithstanding the understanding that COVID-19 / Coronavirus is itself known and anticipated at this juncture, uncertainty persists regarding spread and the subsequent impacts on workforce and supply chains which may ripple in a variety of unanticipated avenues, and potentially to a threshold that renders performance impracticable or



SACRAMENTO CITY USD
REROOFING & HVAC REPLACEMENT PROJECT
8/29/2022

Sacramento, California

impossible. The Contractor will attempt to exercise due diligence with respect to the selection of material suppliers, supply chains and examine supply chain management to minimize the risk of disruption, however the Contractor does not warrant the performance of material suppliers, supply chains and supply chain management. Likewise, the Contractor is not carrying cost or contingency for the unavailability of materials or supply chain impacts, nor has the Contractor bid the work with the expectation that that "shelter-in-place" or "quarantine" orders or other governmental orders, decrees or guidance will limit or prohibit the Contractor from bringing labor, materials, equipment and management personnel to the Project.

EXCLUSIONS




1. Design and engineering.
2. Deferred approvals.
3. Inspection, permit, and plan check costs or fees.
4. Any special testing and inspections including, but not limited to structural. Assumed to be contracted directly with Owner.
5. Construction power, gas, and water usage costs.
6. Unforeseeable subsurface or concealed conditions.
7. Structural upgrades if existing structure is to be found out of code compliance.
8. Areas/systems outside scope of work shown on the plans from being brought up to current code.
9. Third party fire watch and/or security guards. SBJ onsite personnel will function as fire watch during any hot work activities.

- END OF BASIS OF ESTIMATE -

CONSTRUCTION COST SUMMARY BY AREA

Project: REROOFING & HVAC REPLACEMENT PROJECT
 Client: Sacramento City Unified School District
 Architect: HMC Architects | Rainforth Grau Architects
 Estimator: Dustin Fretwell

8/29/2022
REV1

AREA SUMMARY:			 Leonardo da Vinci K-8 School			
	ROSA PARKS MIDDLE SCHOOL		LEONARDO DA VINCI K-8 SCHOOL		TOTAL	
	Area: 22,864 sf		Area: 22,085 sf		Area: 44,949 sf	
DESCRIPTION	SUBTOTAL	\$/SF	SUBTOTAL	\$/SF	SUBTOTAL	\$/SF
00 PROCUREMENT AND CONTRACTING REQUIREMENTS	\$92,800	\$4.06	\$92,800	\$4.20	\$185,600	\$4.13
01 GENERAL REQUIREMENTS	\$98,515	\$4.31	\$97,034	\$4.39	\$195,548	\$4.35
02 EXISTING CONDITIONS	\$98,385	\$4.30	\$152,388	\$6.90	\$250,773	\$5.58
03 CONCRETE	\$46,653	\$2.04	\$16,216	\$0.73	\$62,869	\$1.40
05 METALS	\$89,950	\$3.93	\$550	\$0.02	\$90,500	\$2.01
06 WOOD & PLASTICS	\$31,662	\$1.38	\$82,217	\$3.72	\$113,879	\$2.53
07 THERMAL & MOISTURE PROTECTION	\$307,515	\$13.45	\$60,780	\$2.75	\$368,295	\$8.19
09 FINISHES	\$70,144	\$3.07	\$27,772	\$1.26	\$97,916	\$2.18
22 PLUMBING	\$103,885	\$4.54	\$79,738	\$3.61	\$183,623	\$4.09
23 HVAC	\$402,068	\$17.59	\$614,124	\$27.81	\$1,016,192	\$22.61
26 ELECTRICAL	\$131,625	\$5.76	\$243,007	\$11.00	\$374,632	\$8.33
28 ELECTRICAL SAFETY AND SECURITY	\$25,313	\$1.11	\$30,375	\$1.38	\$55,688	\$1.24
90 OWNER ALLOWANCES	\$70,285	\$3.07	\$82,213	\$3.72	\$152,497	\$3.39
	\$1,568,800	\$68.61	\$1,579,213	\$71.51	\$3,148,012	\$70.04
CONSTRUCTION CONTINGENCY 5.00%	\$78,440	\$3.43	\$78,961	\$3.58	\$157,401	\$3.50
BONDS & INSURANCE 2.75%	\$45,297	\$1.98	\$45,600	\$2.06	\$90,899	\$2.02
FEE 4.00%	\$67,702	\$2.96	\$68,151	\$3.09	\$135,852	\$3.02
	\$191,439	\$8.37	\$192,711	\$8.73	\$384,152	\$8.55
TOTAL CONSTRUCTION BUDGET	\$1,760,239	\$76.99	\$1,771,924	\$80.23	\$3,532,164	\$78.58



- Legend**
- Unit D- Area of work.
 - Contractor Laydown yard.
 - Crane pick locations
 - Contractor Parking
 - Temp Fence for access control
 - Delivery and Foreman Vehicle Access

**Rosa Parks K-8 School
Site Logistics Plan
8.24.2022**

S-B JAMES
CONSTRUCTION

CONSTRUCTION AREA
ALL S-B JAMES VISITORS MUST REPORT TO OFFICE

UNAUTHORIZED ACCESS STRICTLY PROHIBITED

No Smoking	No Open Flames	No Alcohol	No Pets	No Firearms	No Weapons
No Cell Phones	No Running	No Horseplay	No Stairs	No Ladders	No Hoists
No Drilling	No Welding	No Grinding	No Cutting	No Hammering	No Nailing

REPORT ALL ACCIDENTS IMMEDIATELY



- Legend**
- Bldg. D- Area of work
 - Contractor Laydown yard.
 - Crane pick locations
 - Contractor Parking
 - Temp Fence for access control
 - Delivery and Vehicle Access
 - Jobsite Trailer

**Leonardo Da Vinci K-8 School
Site Logistics Plan
8.24.2022**

S·B JAMES
CONSTRUCTION

CONSTRUCTION AREA
ALL S·B JAMES VISITORS MUST REPORT TO OFFICE

UNAUTHORIZED ACCESS STRICTLY PROHIBITED

REPORT ALL ACCIDENTS IMMEDIATELY

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

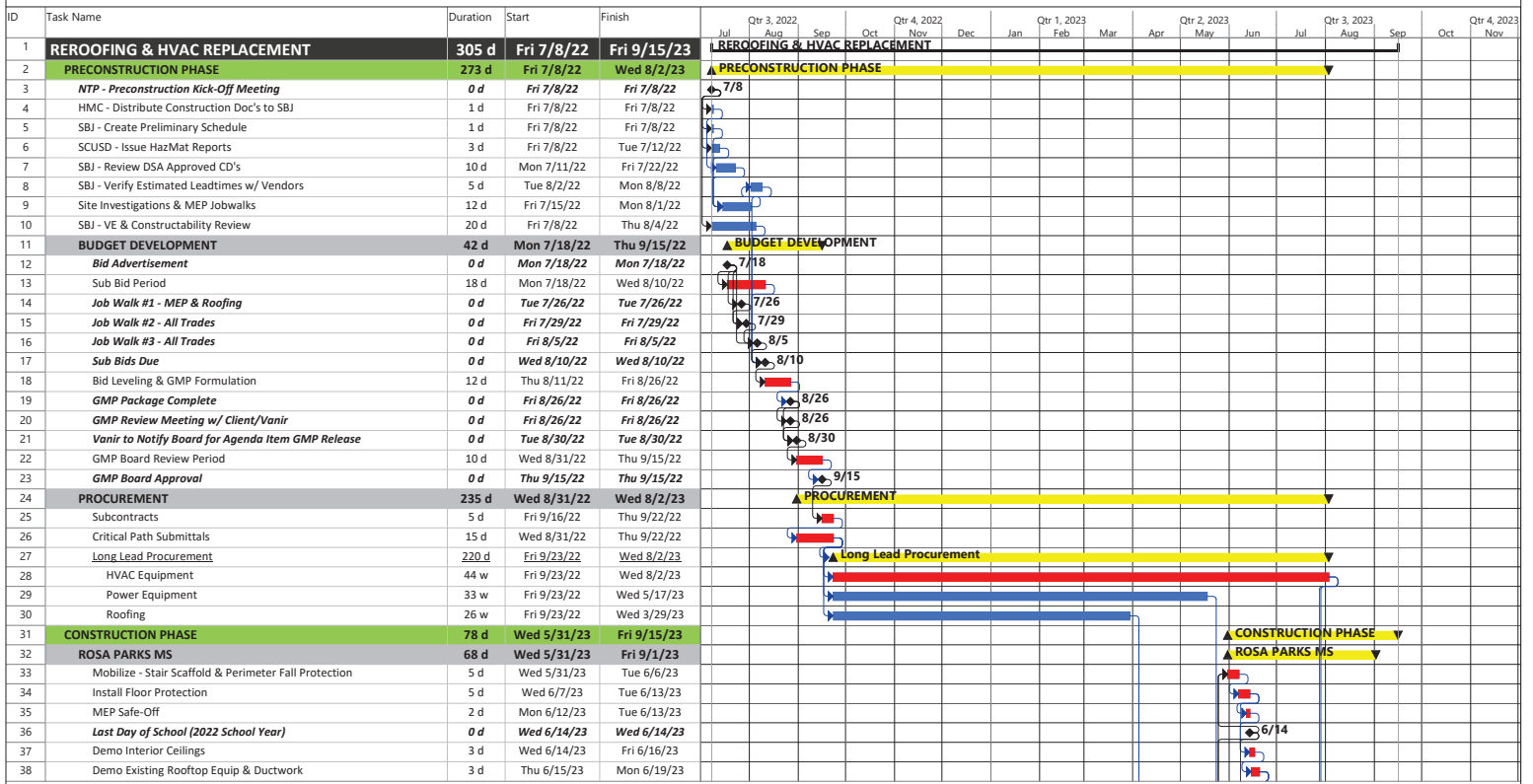
Annual Interest Rate	0.00%				
Years	1				
Payments Per Year	12				
Amount	\$0				
Payment #	Total Payment	Principal Payment	Interest Payment	Balance	
1	\$0	\$0	\$0	\$0	
2	\$0	\$0	\$0	\$0	
3	\$0	\$0	\$0	\$0	
4	\$0	\$0	\$0	\$0	
5	\$0	\$0	\$0	\$0	
6	\$0	\$0	\$0	\$0	
7	\$0	\$0	\$0	\$0	
8	\$0	\$0	\$0	\$0	
9	\$0	\$0	\$0	\$0	
10	\$0	\$0	\$0	\$0	
11	\$0	\$0	\$0	\$0	
12	\$0	\$0	\$0	\$0	
Facilities Lease					
Rosa Parks, Leonardo Da Vinci HVAC Projects #0420-453, #0151-453					

Page 1

ATTACHMENT 2
EXHIBIT 'F'
Construction Schedule



SACRAMENTO CITY USD
MASTER CONSTRUCTION SCHEDULE
8.22.22



Project: Preliminary Schedule -
Date: Tue 8/23/22

Task [Blue Bar] Milestone [Diamond] Summary [Grey Bar] Project Summary [Yellow Bar] Critical [Red Bar]



SACRAMENTO CITY USD
MASTER CONSTRUCTION SCHEDULE
8.22.22



ID	Task Name	Duration	Start	Finish	Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023		
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
39	Rough-In Electrical & Plumbing	10 d	Tue 6/20/23	Mon 7/3/23																		
40	Rough-In Fire Alarm	15 d	Wed 6/14/23	Tue 7/4/23																		
41	Rough-In HVAC	15 d	Tue 7/4/23	Mon 7/24/23																		
42	Demo Existing Equip Curbs/Skylights	2 d	Tue 6/20/23	Wed 6/21/23																		
43	Install Structural Framing	10 d	Tue 6/20/23	Mon 7/3/23																		
44	Demo Existing Sing-Ply Roofing	3 d	Thu 6/29/23	Mon 7/3/23																		
45	Cut/Core New MEP Roof Penetrations	3 d	Tue 7/4/23	Thu 7/6/23																		
46	Install New Roof Hydrant	2 d	Fri 7/7/23	Mon 7/10/23																		
47	Infill Existing Openings & Skylights	3 d	Tue 7/4/23	Thu 7/6/23																		
48	Install Fall Protection	2 d	Fri 7/7/23	Mon 7/10/23																		
49	Set Equip Curbs, Sleepers & Blocking	5 d	Fri 7/7/23	Thu 7/13/23																		
50	Install Single-Ply Roofing	8 d	Wed 7/12/23	Fri 7/21/23																		
51	Set New RTU's/EF's	1 d	Thu 8/3/23	Thu 8/3/23																		
52	Connect New RTU's/EF's	10 d	Fri 8/4/23	Thu 8/17/23																		
53	Re-Frame Interior Ceilings	3 d	Tue 7/25/23	Thu 7/27/23																		
54	<i>Inspection - Framing & In-Wall MEP Rough-In</i>	<i>0 d</i>	<i>Thu 7/27/23</i>	<i>Thu 7/27/23</i>																		
55	Hang, Tape & Finish Drywall	6 d	Fri 7/28/23	Fri 8/4/23																		
56	Paint	3 d	Mon 8/7/23	Wed 8/9/23																		
57	Install/Connect New Indoor Units	3 d	Thu 8/10/23	Mon 8/14/23																		
58	Install HVAC Controls	3 d	Tue 8/15/23	Thu 8/17/23																		
59	Final Interior Finishes	5 d	Fri 8/18/23	Thu 8/24/23																		
60	Final Clean	5 d	Fri 8/25/23	Thu 8/31/23																		
61	Test & Balance	3 d	Fri 8/18/23	Tue 8/22/23																		
62	HVAC Controls Programming & Integration	3 d	Wed 8/23/23	Fri 8/25/23																		
63	Fire Alarm Testing	2 d	Mon 8/28/23	Tue 8/29/23																		
64	<i>Inspections - Final Sign-Offs</i>	<i>3 d</i>	<i>Wed 8/30/23</i>	<i>Fri 9/1/23</i>																		
65	<i>Rosa Parks MS - Substantial Completion</i>	<i>0 d</i>	<i>Fri 9/1/23</i>	<i>Fri 9/1/23</i>																		
66	LEONARDO DA VINCI K-8	68 d	Wed 5/31/23	Fri 9/1/23																		
67	Mobilize - Stair Scaffold & Perimeter Fall Protection	5 d	Wed 5/31/23	Tue 6/6/23																		
68	Install Floor Protection	5 d	Wed 6/7/23	Tue 6/13/23																		
69	MEP Safe-Off	3 d	Wed 5/31/23	Fri 6/2/23																		
70	<i>Last Day of School (2022 School Year)</i>	<i>0 d</i>	<i>Wed 6/14/23</i>	<i>Wed 6/14/23</i>																		
71	Demo Boiler Equip, Storage Tank & Piping	10 d	Mon 6/5/23	Fri 6/16/23																		
72	Demo Existing Roof Units & Ductwork	10 d	Wed 6/7/23	Tue 6/20/23																		
73	Rough-In Electrical & Plumbing	10 d	Fri 6/30/23	Thu 7/13/23																		
74	Rough-In Fire Alarm	15 d	Wed 6/14/23	Tue 7/4/23																		
75	Demo Existing Equip Curbs	3 d	Wed 6/21/23	Fri 6/23/23																		
76	Install Structural Framing	13 d	Mon 6/26/23	Wed 7/12/23																		

Project: Preliminary Schedule - Date: Tue 8/23/22

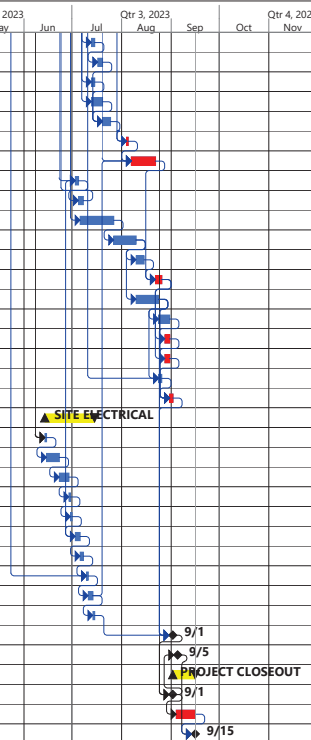
Task █ Milestone ◆ Summary ▴ Project Summary ▬ Critical █



SACRAMENTO CITY USD
MASTER CONSTRUCTION SCHEDULE
8.22.22



ID	Task Name	Duration	Start	Finish	Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023		
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
77	Demo Existing Sing-Ply Roofing	2 d	Thu 7/13/23	Fri 7/14/23																		
78	Cut/Core New MEP Roof Penetrations	3 d	Mon 7/17/23	Wed 7/19/23																		
79	Install Fall Protection	2 d	Thu 7/13/23	Fri 7/14/23																		
80	Set Equip Curbs, Sleepers & Blocking	5 d	Thu 7/13/23	Wed 7/19/23																		
81	Patch/Repair Roofing	3 d	Thu 7/20/23	Mon 7/24/23																		
82	Set New RTU's/EF's	1 d	Fri 8/4/23	Fri 8/4/23																		
83	Connect New RTU's/EF's	11 d	Mon 8/7/23	Mon 8/21/23																		
84	Pour GWH Housekeeping Pad	2 d	Mon 7/3/23	Tue 7/4/23																		
85	Install New Water Heater	3 d	Wed 7/5/23	Fri 7/7/23																		
86	Rough-In HVAC	15 d	Thu 7/6/23	Wed 7/26/23																		
87	Paint	10 d	Thu 7/27/23	Wed 8/9/23																		
88	Install/Connect New Indoor Units	3 d	Thu 8/10/23	Mon 8/14/23																		
89	Install HVAC Controls	4 d	Tue 8/22/23	Fri 8/25/23																		
90	Final Interior Finishes	10 d	Thu 8/10/23	Wed 8/23/23																		
91	Final Clean	5 d	Thu 8/24/23	Wed 8/30/23																		
92	Test & Balance	3 d	Mon 8/28/23	Wed 8/30/23																		
93	HVAC Controls Programming & Integration	3 d	Mon 8/28/23	Wed 8/30/23																		
94	Fire Alarm Testing	2 d	Thu 8/24/23	Fri 8/25/23																		
95	Inspections - Final Sign-Offs	2 d	Thu 8/31/23	Fri 9/1/23																		
96	SITE ELECTRICAL	23 d	Wed 6/14/23	Fri 7/14/23																		
97	Scan & Locate Existing UG Utilities	1 d	Wed 6/14/23	Wed 6/14/23																		
98	Sawcut/Excavate New UG Electrical Trench	6 d	Thu 6/15/23	Thu 6/22/23																		
99	Install New UG Electrical Conduit/Pullboxes	4 d	Fri 6/23/23	Wed 6/28/23																		
100	Backfill & Compaction	1 d	Thu 6/29/23	Thu 6/29/23																		
101	Set Fence Posts	1 d	Fri 6/30/23	Fri 6/30/23																		
102	Pour Transformer Housekeeping Pad	3 d	Mon 7/3/23	Wed 7/5/23																		
103	Install Fencing	2 d	Thu 7/6/23	Fri 7/7/23																		
104	Set Transformer	1 d	Mon 7/10/23	Mon 7/10/23																		
105	Pull/Terminate New Feeders	3 d	Tue 7/11/23	Thu 7/13/23																		
106	Patch/Repair Existing AC Paving	1 d	Fri 7/14/23	Fri 7/14/23																		
107	Leonardo Da Vinci K-8 - Substantial Completion	0 d	Fri 9/1/23	Fri 9/1/23																		
108	First Day of School	0 d	Tue 9/5/23	Tue 9/5/23																		
109	PROJECT CLOSEOUT	10 d	Fri 9/1/23	Fri 9/15/23																		
110	Substantial Completion	0 d	Fri 9/1/23	Fri 9/1/23																		
111	Closeout Docs	10 d	Mon 9/4/23	Fri 9/15/23																		
112	Final Completion	0 d	Fri 9/15/23	Fri 9/15/23																		



Project: Preliminary Schedule -
 Date: Tue 8/23/22

Task █ Milestone ◆ Summary ▲ Project Summary ▬ Critical █

ATTACHMENT 3, Exhibit G Schedule of Values (SOV)

Leonardo DaVinci K-8 Re-Roofing & HVAC #0151-453

Item No.	SOV Description		Amount
	1 General Conditions, Procurement	\$	92,800
	2 General Requirements	\$	97,034
	3 Existing Conditions	\$	152,388
	4 Concrete	\$	16,216
	5 Metals	\$	550
	6 Wood & Plastics	\$	82,217
	7 Thermal & Moisture Protection	\$	60,780
	8 Finishes	\$	27,772
	9 Plumbing	\$	79,738
	10 HVAC	\$	614,124
	11 Electrical	\$	243,007
	12 Electrical (Fire Alarm / Security)	\$	30,375
	13 Bonds (Payment & Performance)	\$	18,240
	14 Insurance	\$	27,360
	15 Fee	\$	68,151
	16 Construction Contingency	\$	78,961
	17 Owner Allowances	\$	82,211
Total		\$	<u>1,771,924</u>

ATTACHMENT 3, Exhibit G Schedule of Values (SOV)

Rosa Parks MS Re-Roofing & HVAC #0420-453

Item No.	SOV Description		Amount
	1 General Conditions, Procurement	\$	92,800
	2 General Requirements	\$	98,515
	3 Existing Conditions	\$	98,385
	4 Concrete	\$	46,653
	5 Metals	\$	89,950
	6 Wood & Plastics	\$	31,662
	7 Thermal & Moisture Protection	\$	307,515
	8 Finishes	\$	70,144
	9 Plumbing	\$	103,885
	10 HVAC	\$	402,068
	11 Electrical	\$	131,625
	12 Electrical (Fire Alarm / Security)	\$	25,313
	13 Bonds (Payment & Performance)	\$	18,119
	14 Insurance	\$	27,178
	15 Fee	\$	67,702
	16 Construction Contingency	\$	78,440
	17 Owner Allowances	\$	70,285
Total		\$	<u>1,760,239</u>

ATTACHMENT 4

11.1 Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be **Four Hundred Fifty Six (456)** calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than **September 15, 2023** ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

Developer will provide a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand Five Hundred Dollars (\$1,500.00) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 Warranty of Title

19.3.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom,

19.3.7.2 If Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop payment notice has been released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Developer under the Contract.

19.4 **Decisions to Withhold Payment**

19.4.1 Reasons to Withhold Payment

The District shall withhold payment in whole, or in part, as required by statute. In addition, the District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. Payment, in whole, or in part, will be withheld based on the need to protect the District from loss because of, but not limited to, any of the following:

19.4.1.1 Defective Work not remedied within FORTY-EIGHT (48) hours of written notice to Developer.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract.

19.4.1.3 Failure to comply with the requirements of Public Contract Code section 2600 et seq. ("Skilled and Trained Workforce Requirements").

19.4.1.4 Liquidated damages assessed against Developer.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

26.7 Skilled and Trained Workforce

26.7.1 Developer and its subcontractors at every tier hereby provides an enforceable commitment to comply with Public Contract Code section 2600 et seq., which requires use of skilled and trained workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades.

26.7.1.1 "Apprenticeable Occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

26.7.1.2 "Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

26.7.1.2.1 All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief,

2 That, for the applicable dates, either (A) the number of the skilled journeypersons employed to perform work on the Contract or Project by Developer or Its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Labor Code section 3075 or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or (B) the hours of work performed by skilled journeypersons who have graduated from an approved apprenticeship program meet at least the percentages set forth in the following chart:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical Installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	All remaining apprenticeable occupations

26.7.1.2.3 For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

26.7.1.2.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements if:

26.7.1.2.4.1 During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or

26.7.1.2.4.2 The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed one-half of one percent (0.5%) of the price of the prime contract.

26.7.1.2 "Skilled Journeyperson" means a worker who either:

26.7.1.2.1 Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside of California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or

26.7.1.2.2 Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

26.7.2 Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following:

26.7.2.1 Provide monthly reports to the District demonstrating that Developer and its subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

26.7.2.2 Provide *evidence* that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
- a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract,

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

D Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

D Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF:-----, 20__ _

The undersigned hereby certifies that all the workers employed by the above- referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(WORKSHEET)

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF: _____ 20__

Page ___ of ___ (Duplicate as needed. Submit a separate Worksheet for each
apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____

A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.

B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

D Number of Skilled Journeypersons:

1. Number of skilled journeypersons performing work in the apprenticeable occupation:

2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

D Number of Hours of Work Performed by Skilled Journeypersons:

1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

ATTACHMENT 6

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

ATTACHMENT 6

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

ATTACHMENT 6

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

ATTACHMENT 6

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

ATTACHMENT 6

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

ATTACHMENT 6

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

- 2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.
- 2.4 The following shall be excluded from Covered Work:
 - 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
 - 2.4.2 Equipment and machinery owned or controlled and operated by the District;
 - 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
 - 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
 - 2.4.6 District procurement or use of modular buildings;
 - 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

ATTACHMENT 6

- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

ATTACHMENT 6

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

ATTACHMENT 6

disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

ATTACHMENT 6

fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

ATTACHMENT 6

- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

ATTACHMENT 6

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

ATTACHMENT 6

- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

ATTACHMENT 6

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

ATTACHMENT 6

- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

ATTACHMENT 6

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:
- (l) Possesses any license required by state or federal law for the Project work to be performed;

ATTACHMENT 6

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
- (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
- (4) Has the ability to perform safely the basic functions of the applicable trade.

11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

ATTACHMENT 6

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering , Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

ATTACHMENT 6

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement (“Union Educational and Career Development Support MOU”). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California’s College and Career Dashboard.

ARTICLE 13

ATTACHMENT 6

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

ATTACHMENT 6

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

ATTACHMENT 6

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

ATTACHMENT 6

SIGNATURES

Sacramento City Unified School District




Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:

B4C87250B34241A...

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

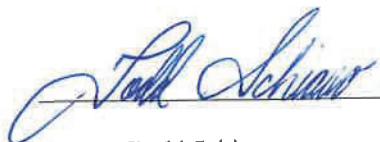
Name: Karl Pineo

Title: President

ATTACHMENT 6

Sacramento-Sierra Building and

Construction Trades Council



Date: 8/2/2022

Name: Todd Schiavo


Title: Vice-President

ATTACHMENT 6


DocuSigned by:

6C910C1A0D294D5...


Asbestos Workers Local #16

DocuSigned by:

D48B5A45BA78425...

Bricklayers Local #3

DocuSigned by:

C23CEC6C30BC44A...

Boilermakers Local #549


DocuSigned by:

4F8BF44AA19D47C...

Cement Masons Local #400

DocuSigned by:

C10D2578818641F...

Asbestos, Lead and Mold Laborers Local #67

DocuSigned by:

0D9AD28FD7DFACE...

District Council #16 International Union of Painters & Allied Trades

DocuSigned by:


B9EDEF97DCC4462...

Elevator Constructors Local #8

DocuSigned by:

C0089C1D0CA54AC...

International Brotherhood of Electricians Local #340

DocuSigned by:

9BF3BF3C801849A...


Sprinkler Fitters Local #669

UNIONS

DocuSigned by:

CD7DE50D9167457...

Iron Workers Local #118


DocuSigned by:

C20514D4BD51437...

Laborers Local #185

DocuSigned by:

B85F4751AD08435...

Operating Engineers Local #3

DocuSigned by:

B85F4751AD08435...

Plasterers & Cement Masons Local #300

DocuSigned by:


18EECB2BF4504BA...

UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355


DocuSigned by:

9CC33EC099F84FA...

Plumbers & Pipefitters Local #447

DocuSigned by:

09D284A82D354D7...

Roofers Local #81

DocuSigned by:

73EA33F8D61046A...

Sheet Metal Workers Local #104

DocuSigned by:

BC6F45A38B6746A...

Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

ATTACHMENT 6

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of
Laborers



Carpenters 46 Northern California
Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International
Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement
Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

ATTACHMENT 6

[INTENTIONALLY LEFT BLANK]

ATTACHMENT 6

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____

Bid Number: _____

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

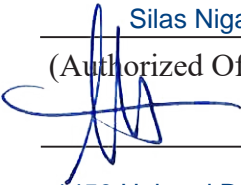
The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

ATTACHMENT 6

DATED: Sept. 23, 2022

Name of Contractor S+B James Construction California, Inc.

Silas Nigam, President
(Authorized Officer & Title)

1450 Halyard Dr. Suite 11A
West Sacramento, CA 95691
(Address)

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND
CORE CONSTRUCTION, INC. DBA Core Construction Management**

This Amendment No. 1 to the Facilities Lease (“[First] Amendment”) is made and entered into this 6th day of October 2022 (“Effective Date”) by and between the Sacramento City Unified School District (“District”) and **CORE CONSTRUCTION, INC. DBA Core Construction Management** (“Developer”) (collectively, the “Parties”) as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated July 5, 2022, pertaining to the **Kit Carson International Academy Re-Roofing & HVAC Replacement** (“Project”) at Kit Carson International Academy, located at 5301 N Street, Sacramento, CA 95819-4126, (“Project Site”); and

NOW, THEREFORE, the Parties agree as follows:

Section I. First Amendment of Facilities Lease.

1. **Exhibit C** (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **Attachment “1”** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Attachment “1” hereto.

The Parties expressly acknowledge and agree that this amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments.

2. The **Construction Schedule**, which is attached hereto as **Attachment “2”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit F (Construction Schedule) to the Facilities Lease.

3. The **Schedule of Values** which is attached hereto as **Attachment “3”** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit G (Schedule of Values) to the Facilities Lease.

4. Page 15, SubParagraph 11.1.2 Contract Time/Construction Schedule, which is attached hereto as **Attachment “4”** and incorporated herein by this reference, is hereby approved by the District and is hereby replaces Page 15, SubParagraph 11.1.2 to the Facilities Lease.

5. **Skilled and Trained Workforce language and Certification**, which is attached hereto as **Attachment “5”** and incorporated herein by this reference, is hereby approved by the District and is added to the Facilities Lease.

6. The **Project Labor Agreement (PLA)** approved by Board June 9, 2022, which is attached hereto as **Attachment "6"** and incorporated herein by this reference, is hereby approved by the District and is hereby added as Exhibit H (Project Labor Agreement) to the Facilities Lease.

Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2022

Dated: Sep 23, 2022

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CORE CONSTRUCTION, INC.
DBA Core Construction Management

By: _____

By: Seth Maurer

Name: Rose Ramos

Name: Seth Maurer

Title: CBO

Title: Vice President

ATTACHMENT 1

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Developer shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price"). The Guaranteed Maximum Price shall include the preconstruction fees and costs.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Developer-Performed Work

Costs incurred by Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Developer. Cost for items previously used by Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by Developer at the site, whether rented from Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Developer’s Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District’s prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts which exceeds the clean-up provided under the General Conditions.

2.1.3.9 Costs of that portion of the reasonable travel, parking and subsistence expenses of Developer’s personnel incurred while traveling and discharging duties connected with the Work.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Amount
Cut & Patch Allowance	\$247,500.00
<i>blank</i>	\$0.00
<i>blank</i>	\$0.00
Total Allowance Amount	\$247,500.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Developer’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused

portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the contingency and as part of the calculation of amounts due Developer for Final Payment, costs of repairing and correcting damaged or non-conforming Work executed by Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by

negligence or failure to fulfill a specific responsibility of Developer and only to the extent that the cost of repair or correction is not recovered by Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Developer's personnel stationed at Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Developer's capital expenses, including interest on Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Developer's Fee

Four point five percent (4.5%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of one point three two percent (1.32%) of the Cost of the Work for insurance and zero point six eight percent (0.68%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 The Guaranteed Maximum Price includes a Contingency of five percent (5.0%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction and/or scope gaps between the subcontract categories of the Work.

2.1.9.2 The Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingency shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Developer shall work cooperatively with Architect, Construction Manager, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Developer, and approved in writing by the District. In the event Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. If any cost savings require revisions to the Construction Documents, Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Developer shall be entitled to

an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold a amount equal to the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the Developer for its Work on the Project. In other words, no further Tenant Improvement Payment will be made to Developer once the amount equal to Guaranteed Maximum Price minus the Loan Amount has been paid. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be

served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its option to purchase the Project as set forth above on the Option Date. If the District exercises

this option, the District shall pay directly to Developer the Option Price on or prior to the Option Date and Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS TO FOLLOW]

ATTACHMENT 1

GENERAL CONDITIONS COSTS

GENERAL CONDITIONS DATE: August 24, 2022

JOB NAME: Kit Carson HVAC Replacement							
Project Construction Estimate \$		5,131,085					
	55 DAYS		11	WEEKS	2.5	MOS	
PHASE CODE	DESCRIPTION	ALLOCATION	QTY.	UNITS	@	COST	TOTAL
GENERAL CONDITIONS							
	Contractor Manager	10%	2.00	WK	@	\$ 4,200	\$ 8,400
	Project Manager	50%	6.00	WK	@	\$ 4,200	\$ 25,200
	Project Coordinator	10%	2.00	WK	@	\$ 2,400	\$ 4,800
	Superintendent	100%	11.00	WK	@	\$ 4,600	\$ 50,600
	Fleet Vehicle Allocation / Expenses		17.00	WK	@	\$ 400	\$ 6,800
	Cell Phones / IT Allocation		21.00	WK	@	\$ 40	\$ 840
GENERAL REQUIREMENTS							
	Project Supplies		11.00	WK	@	\$ 100	\$ 1,100
	Project Management Software		1.00	LS	@	\$ 4,363	\$ 4,363
	Electronic Disbursement Software		1.00	LS	@	\$ 3,079	\$ 3,079
	Certified Payroll Management Software		1.00	LS	@	\$ 2,463	\$ 2,463
	Construction Sign		1.00	EA	@	\$ 1,350	\$ 1,350
	First Aid Supplies		1.00	LS	@	\$ 600	\$ 600
	Temporary Fire Extinguishers		300.00	GSF	@	\$ 7	\$ 2,100
	3rd Party Safety Review		2.00	MO	@	\$ 403	\$ 805
General Conditions & Requirements Total							\$ 112,500
GC's per month							\$ 45,000

			18	WEEKS	4.0	MOS	
PHASE CODE	DESCRIPTION	ALLOCATION	QTY.	UNITS	@	COST	TOTAL
BIM COORDINATION							
	BIM Manager	60%	10.80	WK	@	\$ 4,200	\$ 45,360
	MEP Manager	55%	9.90	WK	@	\$ 4,200	\$ 41,580
	Materials / Equipment		1	LS	@	\$ 3,060	\$ 3,060
BIM Coordination Total							\$ 90,000

PHASE CODE	DESCRIPTION	ALLOCATION	QTY.	UNITS	@	COST	TOTAL
Warranty Service							
	Warranty Service		0.33%	WK	@	\$ 4,738,688	\$ 15,638
	Materials / Equipment		1	LS	@	\$ 2,321	\$ 2,321
Warranty Service Total							\$ 17,959



Kit Carson Re-Roofing & HVAC Replacement Project #0450-453

Page 11 of 21

FINAL GUARANTEED MAXIMUM PRICE

KIT CARSON

International Academy HVAC Replacement

AUGUST 31, 2022



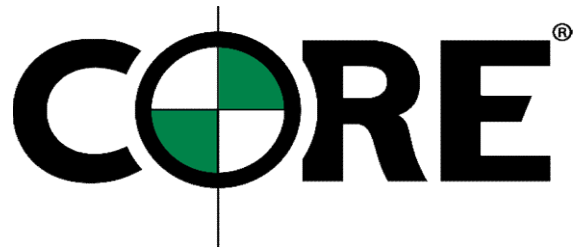
CORE

TABLE OF CONTENTS:

1. GMP Summary
2. 1/2% Subcontractor List
3. Basis of Estimate
4. Enumeration of Documents
5. Preliminary Construction Schedule

1. GMP SUMMARY





Kit Carson HVAC Replacement
 Sacramento City Unified School District
 GMP Proposal Rev #2
 Prepared On: 8/31/22

#	Description	Base Price
GENERAL		\$82,008
GEN1	Temporary Construction Requirements	\$55,000
GEN3	Waste Management	\$27,008
SITE WORK (ROUGH)		\$49,000
9	Temporary Site Construction Requirements	\$49,000
SITE WORK (FINISH)		\$182,923
23	Fencing & Gates	\$48,034
24	Site Concrete	\$134,889
25	Site Masonry	\$0
STRUCTURE		\$18,000
27	Concrete Layout & Coordination	\$18,000
INTERIOR FINISHES		\$47,451
70	Progressive & Final Clean Requirements	\$47,451
MEP SYSTEMS		\$3,676,193
99	Plumbing & Mechanical Systems	\$3,483,600
103	Electrical Systems	\$192,593

Subtotal	\$4,055,575
-----------------	--------------------

	CONTINGENCIES & ALLOWANCES	SUB TOTAL
5.0%	Contractor Construction Contingency	\$215,154
0.0%	Owner Contingency	\$0
LS	Cut & Patch Allowance	\$247,500

Subtotal	\$4,518,229
-----------------	--------------------

RATE	GENERAL CONDITIONS	SUB TOTAL
LS	General Conditions - Onsite Construction	\$112,500
LS	General Conditions - Early Procurement & BIM	\$90,000
LS	Warranty Service	\$17,986

Subtotal	\$4,738,715
-----------------	--------------------

RATE	INSURANCE, BONDS, AND BUILDERS RISK	SUB TOTAL
2.00%	General Liability, P&P Bond	\$102,780
1.38%	Subcontractor Default Insurance	\$62,352
LS	Builders Risk Insurance	\$6,477

Subtotal	\$4,910,325
-----------------	--------------------

RATE	CONTRACTOR'S FEE	SUB TOTAL
4.50%	Lease-Lease-Back Fee	\$220,965
3.00%	Post-Construction Financing Rate	\$7,697

Subtotal	\$5,138,987
-----------------	--------------------

	Current Working Estimate
--	---------------------------------

Estimate Total	\$5,138,987
-----------------------	--------------------

2. 1/2% SUBCONTRACTOR LIST





SCUSD Kit Carson HVAC Replacement
0.5% Listing Contact Information

#	Description	Awarded Subcontractor	Contact	Phone Number
SITE WORK (FINISH)				
23	Fencing & Gates	Pisor	Calen Cordova	916-402-6580
24	Site Concrete	Concrete North	Ryan Hooker	530-774-8774
MEP SYSTEMS				
99	Plumbing & Mechanical Systems	Lawson Mechanical	Jason Harris	916-381-5000
103	Electrical Systems	Collins	Jarred Rumley	916-567-1100

3. BASIS OF ESTIMATE





The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Final GMP Cost Estimate dated August 31, 2022. The Estimate is presented in a ten group, systems format best utilized for analyzing and comparing project costs during design and preconstruction. This Proposal is based on CORE's incorporation of the scope shown on the DSA Approved set of design drawings dated July 7, 2022, the DSA Approved Project Manual dated July 7, 2022, Addenda 01 dated August 4, 2022 and Addenda 02 dated August 8, 2022 and the scope clarifications below.

Safety

- A Site Visit was performed with personnel from CORE and Sacramento City Unified School District on July 15, 2022 to view existing conditions.
- A Site Visit was performed with personnel from CORE, Sacramento City Unified School District, and potential sub-contractors on July 28, 2022.
- Scanning of the mechanical spaces was performed on August 10, 2022.
- A Logistics Plan has been prepared for the project to identify construction traffic lanes, parking and laydown areas, and other temporary facilities related to construction.
- We anticipate the campus having no students or faulty on-site during the duration of summer work.

Schedule

- This Estimate is based upon performance of the work per the enclosed Preliminary Construction Schedule, which is an integral part of this Estimate.
- We anticipate working up to ten hours per day, Monday through Saturday as required to meet the schedule.
- Microsoft Project will be used as the schedule management program.
- We anticipate having the ability to be able to do a portion of work on weekends or holidays in preparation for the summer work.

Contingency & Allowances

- **Construction Contingency** – Construction Contingency is included in this proposal and is intended to be used at CORE's discretion to cover costs that have not been completely identified as trade specific scope on the TBR setting documents may require further clarification or coordination. These costs include, but not limited to, scope gap, coordination issues between trades, and missed scope during the bidding process. The Construction Contingency is not intended to account for design revisions or additional scope requests by the design / owner during construction.
- **Owner Contingency** – CORE Construction is **NOT** carrying an Owner Contingency within the estimated construction costs of this project, which is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions and/or additional scope requests made by the owner and/or design team. CORE recommends the owner carry anywhere from 2.5% for new construction to 5% for remodels/modernizations.



Subcontractors

All subcontractors will be properly licensed, bidding within their license limits and will be prequalified with CORE and SCUSD.

General Assumptions

- This estimate is based on 2022-2023 Sacramento County Prevailing Wage Rates and includes California sales tax.
- This cost proposal is considered lump sum, not line itemed. Scope values are provided for transparency and as a contract schedule of values.
- Normal shrinkage cracking of all cementitious material, such as slabs, concrete walls, fully grouted CMU walls, etc. is expected and shall not be cause for removal or replacement of structurally sound slabs.
- The Estimate includes a lump sum fixed fee/profit of the Total Construction Cost. Fee is lump sum and will not be reduced if the actual total construction cost is less than the Total Construction Cost
- The Estimate includes a lump sum amount for supervision, general conditions and general requirement costs. Project staffing and general conditions/requirement costs will be paid monthly as a lump sum per approved billing schedule.
- The Estimate includes a lump sum fixed amount of the Estimate value for CORE's insurance, builder's risk, performance and payment bonds. Lump sum cost of bonds and insurance will be billed according to the approved billing schedule and included along with the first month billing after NTP.
- The Estimate includes Subcontractor Default Insurance (SDI) or Performance/Payment Bonds of all the Trade Contractors work at lump sum fixed amount of the direct costs. Lump sum cost of SDI/Bonds will be billed according to the approved billing schedule and included within the billing in the first month after NTP.
- The cost included in the Estimate covers the base scope of work as identified in the contract documents and outlined in CORE's assumptions, qualifications, and exclusions in each bid package.
- The Estimate excludes repairs of any existing damages or existing deficiencies to the site and/or facility unless clearly identified in the Contract Documents.
- CORE's Proposal is for construction costs only, unless otherwise specified.
- Any and all savings or any approved value engineering savings during construction will be added to the Construction Contingency. As the Proposal is lump sum, savings are not fully realized until substantial completion.
- Any savings / remaining Construction Contingency at the end of the project will be returned to the owner per the terms of the contract.



Specific Exclusions

- Typical Project "Soft Costs" unless otherwise specified. These include, but are not limited to: design professional costs, permits and fees, utility connection charges, land acquisition, legal fees, equipment and furnishings, etc.
- "Loose" furniture, fixtures and equipment (FF&E) unless otherwise specified.
- Special systems other than fire alarm not specifically indicated in the schedule of values.
- Power company/communication companies (telephone / internet) / gas company costs other than trenching, backfill, conduits and coordination
- Salvaging and relocation of any existing equipment or furnishings, unless otherwise specified.

Other Scope Specific Assumptions and Clarifications:

GENERAL REQUIREMENTS

TCR | TEMPORARY CONSTRUCTION REQUIREMENTS

- Temporary floor and wall protection

W&C | WASTE HANDLING & CLEANING REQUIREMENTS

- Dumpsters, including Waste Stream Management

SITE WORK (ROUGH)

009 | TEMPORARY SITE CONSTRUCTION REQUIREMENTS

- Temporary construction access
- Safety delineation / signage
- Street Sweeping for 24 Days outside of the Earthwork Scope of Work
- Landscaping repairs
- Temporary ventilation

SITE WORK (FINISH)

023 | FENCING AND GATES

- Installation of chain link fencing and gate where mechanical equipment yards are shown.
- Add Building E chain link fencing where masonry wall is deleted (CMU Wall VE)
- Add Redwood fence slats (CMU Wall VE)

024 | SITE CONCRETE

- Sidewalk, mechanical equipment pads

025 | SITE MASONRY

- CMU walls DELETED (CMU Wall VE)



SCUSD Kit Carson Elementary HVAC Replacement

AUGUST 31, 2022

Sacramento, California

STRUCTURE

027 | CONCRETE LAYOUT & COORDINATION

- Mobilization, surveying & staking.

INTERIOR FINISHES

070 | PROGRESSIVE & FINAL CLEAN REQUIREMENTS

- Progressive Cleanup and Final Cleaning Services including Mitigation for COVID-19

MEP SYSTEMS

099 | PLUMBING & MECHANICAL SYSTEMS

- Plumbing Demolition and Complete Plumbing System as shown.
- HVAC Demolition and Complete HVAC System as shown.
- Complete ~~Johnson Controls~~ Intech Controls System as shown. (Intech Controls VE)
- DELETE Door Monitoring (Door Monitoring VE)
- Test & Balance as specified.

103 | ELECTRICAL & LOW VOLTAGE SYSTEMS

- Complete Electrical Systems as specified.
- Fire Alarm System utilizing Industrial Electronic Supply as specified.

END OF BASIS OF ESTIMATE

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

Total Contract	\$5,138,987				
Annual Interest Rate	3.00%				
Years	1				
Payments Per Year	12				
Amount	\$154,170				
Payment #	Total Payment	Principal Payment	Interest Payment	Balance	
1	\$13,057	\$12,672	\$385	\$141,498	
2	\$13,057	\$12,703	\$354	\$128,794	
3	\$13,057	\$12,735	\$322	\$116,059	
4	\$13,057	\$12,767	\$290	\$103,292	
5	\$13,057	\$12,799	\$258	\$90,493	
6	\$13,057	\$12,831	\$226	\$77,662	
7	\$13,057	\$12,863	\$194	\$64,799	
8	\$13,057	\$12,895	\$162	\$51,904	
9	\$13,057	\$12,927	\$130	\$38,977	
10	\$13,057	\$12,960	\$97	\$26,017	
11	\$13,057	\$12,992	\$65	\$13,025	
12	\$13,057	\$13,025	\$33	\$0	
Facilities Lease					
Kit Carson HVAC Project #0450-453					

ATTACHMENT 2

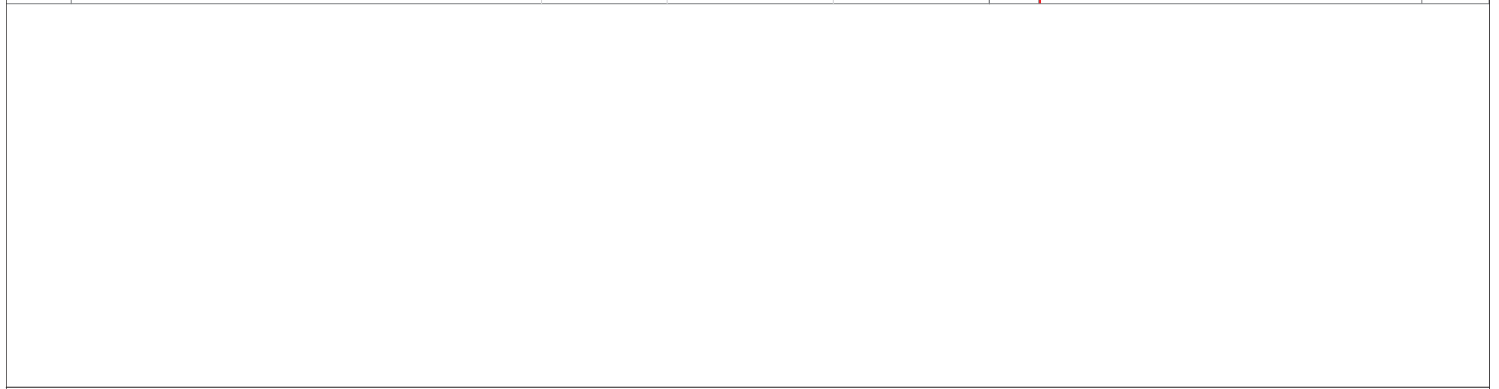
Exhibit F

Construction Schedule



SCUSD Kit Karson HVAC Replacment

ID	Task Name	Duration	Start	Finish	Calendar																		
					f 2, 2022			Half 1, 2023					Half 2, 2023										
					A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N			
0	SCUSD Kit Karson HVAC Replacment	265 d	Mon 9/19/22	Fri 9/29/23																			
1	<i>NTP/Construction Start</i>	<i>0 d</i>	<i>Mon 9/19/22</i>	<i>Mon 9/19/22</i>																			
2	Procurement	183 d	Mon 9/19/22	Mon 6/5/23																			
12	Procure Subcontractor Contracts	10 d	Mon 9/19/22	Fri 9/30/22																			
13	Procure Submittals	99 d	Mon 10/3/22	Mon 2/20/23																			
25	BIM	85 d	Fri 10/21/22	Mon 2/20/23																			
27	Submittal Review	94 d	Mon 10/24/22	Mon 3/6/23																			
39	Procure Materials	148 d	Mon 11/7/22	Mon 6/5/23																			
53	Site Construction	25 d	Mon 6/19/23	Mon 7/24/23																			
62	Mechanical Mezzanine: B,C,D,& E	51 d	Tue 6/20/23	Wed 8/30/23																			
75	<i>Substantial Completion</i>	<i>1 d</i>	<i>Thu 8/31/23</i>	<i>Thu 8/31/23</i>	◆ 8/31																		
76	Close Out Documents	20 d	Fri 9/1/23	Fri 9/29/23	■																		
77	<i>Final Completion</i>	<i>0 d</i>	<i>Fri 9/29/23</i>	<i>Fri 9/29/23</i>	◆ 9/29																		



Task		Summary		Deadline		Progress	
Milestone		Project Summary		Critical			

ATTACHMENT 3, Exhibit G Schedule of Values (SOV)

Item No.	SOV Description		Amount
1	General Conditions / Requirements	\$	112,500
2	BIM Coordination	\$	90,000
3	Warranty Service	\$	17,986
4	Site - Temp Construction	\$	55,000
5	Site - Waste Hauling & Clean up	\$	27,008
6	Site - Rough	\$	49,000
7	Site - Finish	\$	182,923
8	Structure	\$	18,000
9	Interior Finishes	\$	47,451
10	Plumbing & Mechanical	\$	3,483,600
11	Electrical	\$	192,593
12	Bonds (Payment & Performance)	\$	35,945
13	Insurance	\$	66,836
14	Builder's Risk and Subcontractor Default ins.	\$	68,829
15	Fee	\$	220,965
16	Post-Construction Financing	\$	7,697
17	Construction Contingency		215,154
18	Owner Allowance	\$	247,500
Total		\$	<u>5,138,987</u>

Kit CARSON RE-ROOFING & HVAC REPLACEMENT PROJECT #0450-453

ATTACHMENT 4

11.1 Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be **Four Hundred Fifty-Two (452)** calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than **September 29, 2023** ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

Developer will provide a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of One Thousand Five Hundred Dollars (\$1,500.00) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

19.3.6 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment

19.3.7 Warranty of Title

19.3.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of Developer, Developer and Developer's Surety shall promptly, on demand by District and at Developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom,

19.3.7.2 If Developer fails to furnish to the District within ten (10) calendar days after demand by the District satisfactory evidence that a lien or a claim based on a stop payment notice has been released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expenses incurred or suffered by District from any sum payable to Developer under the Contract.

19.4 **Decisions to Withhold Payment**

19.4.1 Reasons to Withhold Payment

The District shall withhold payment in whole, or in part, as required by statute. In addition, the District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. Payment, in whole, or in part, will be withheld based on the need to protect the District from loss because of, but not limited to, any of the following:

19.4.1.1 Defective Work not remedied within FORTY-EIGHT (48) hours of written notice to Developer.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract.

19.4.1.3 Failure to comply with the requirements of Public Contract Code section 2600 et seq. ("Skilled and Trained Workforce Requirements").

19.4.1.4 Liquidated damages assessed against Developer.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

26.7 Skilled and Trained Workforce

26.7.1 Developer and its subcontractors at every tier hereby provides an enforceable commitment to comply with Public Contract Code section 2600 et seq., which requires use of a skilled and trained workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades.

26.7.1.1 "Apprenticeable Occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

26.7.1.2 "Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

26.7.1.2.1 All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief,

2 That, for the applicable dates, either (A) the number of the skilled journeypersons employed to perform work on the Contract or Project by Developer or Its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief pursuant to Labor Code section 3075 or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor, or (B) the hours of work performed by skilled journeypersons who have graduated from an approved apprenticeship program meet at least the percentages set forth in the following chart:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical Installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	All remaining apprenticeable occupations

26.7.1.2.3 For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

26.7.1.2.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements if:

26.7.1.2.4.1 During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or

26.7.1.2.4.2 The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor, and the subcontract does not exceed one-half of one percent (0.5%) of the price of the prime contract.

26.7.1.2 "Skilled Journeyperson" means a worker who either:

26.7.1.2.1 Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or located outside of California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or

26.7.1.2.2 Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

26.7.2 Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following:

26.7.2.1 Provide monthly reports to the District demonstrating that Developer and its subcontractors are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or

26.7.2.2 Provide *evidence* that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

SKILLED AND TRAINED WORKFORCE CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Developer currently performing work on the Project; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Developer.

That Developer and its subcontractors at every tier will use a Skilled and Trained Workforce to perform all work on the Contract or Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code section 2600 et seq.

"Apprenticeable occupation " means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Skilled and Trained Workforce" means a workforce that meets all of the following conditions:

1. All of the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief.
2. The percentage of either (A) skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by Developer or subcontractor to perform work on the Contract or Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the percentages set forth in the following chart for the applicable month:

REQUIREMENT	EXCLUDED OCCUPATIONS
0%	Teamster
At least 30%	Acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher
At least 60%	Remaining apprenticeable occupations

3. For an apprenticeable occupation in which no apprenticeship program has been approved by the Chief before January 1, 1995, up to one-half of the above graduation percentage requirements set forth in the above chart may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the Chief's approval of an apprenticeship program for that occupation in the county in which the Project is located.

**SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5**

4. The contractor or subcontractor need not meet the apprenticeship graduation requirements if:
- a. During a calendar month, Developer or subcontractor employs skilled journeypersons to perform fewer than 10 hours of work on the Contract or Project; or
 - b. The subcontractor was not a listed subcontractor under Public Contract Code section 4104 or a substitute for a listed subcontractor and the subcontract does not exceed one-half of 1 percent of the price of the prime contract,

That Developer and its subcontractors will demonstrate its compliance with the Skilled and Trained Workforce requirements by either of the following methods (check what applies):

- D** Using the form attached hereto, provide monthly reports to the District from Developer and its subcontractors demonstrating that they are complying with the requirements of Public Contract Code section 2600 et seq., which shall be a public record under California Public Records Act, Government Code section 6250 et seq.; or
- D** Provide evidence that Developer and its subcontractors have agreed to be bound by: (1) a project labor agreement entered into by the District that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce; (2) the extension or renewal of a project labor agreement entered into by the District prior to January 1, 2017; or (3) a project labor agreement that binds all contractors and all its subcontractors at every tier performing work on the Project to use a skilled and trained workforce.

I hereby certify that I am aware of the provisions of section 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code and will comply with such provisions during the performance of the Work of this Contract and will bind all of my subcontractors at every tier, with the exception of the subcontractors identified in Public Contract Code section 2602, to comply with such provisions.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(COVER PAGE)

NAME OF PROJECT: _____

NAME OF CONTRACTOR: _____

FOR THE MONTH OF:-----, 20__ _

The undersigned hereby certifies that all the workers employed by the above-referenced contractor performing work in an apprenticeable occupation in the building and construction trades on the Project are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

The undersigned further certifies that the percentage of either (A) skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, or (B) hours of work performed by skilled journeypersons employed by the above-referenced contractor to perform work on the Project who are graduates of an apprenticeship program for the applicable occupation, is at least equal to the apprenticeship graduation percentage required by Public Contract Code section 2601 for the particular calendar month.

The undersigned has demonstrated compliance with the apprenticeship graduation percentage by completing the accompanying Worksheet(s). A true and correct Worksheet for each apprenticeable occupation in the building and construction trades utilized by the above-referenced contractor for the particular calendar month is attached hereto, **totaling _____ attached page(s).**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Signature: _____

Print Name: _____

Title: _____

SKILLED AND TRAINED WORKFORCE
ATTACHMENT 5

**SKILLED AND TRAINED WORKFORCE
MONTHLY REPORT
(WORKSHEET)**

NAME OF PROJECT: _____
NAME OF CONTRACTOR: _____
FOR THE MONTH OF: _____ 20__

Page ___ of ___ (Duplicate as needed. Submit a separate Worksheet for each apprenticeable occupation in the building and construction trades utilized by contractor.)

***Apprenticeable occupation:** _____

- A. If above-identified occupation is *acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, terrazzo worker or finisher, and tile layer, setter, or finisher*, the apprenticeship graduation percentage requirement is at least 30 percent.
- B. If the above-identified occupation is any other apprenticeable occupation, *excluding teamsters and occupations listed in subparagraph A, above*, the apprenticeship graduation percentage requirement is at least 30 percent in 2017, 40 percent in 2018, 50 percent in 2019, 60 percent in 2020.

Demonstrate compliance for the above-identified occupation by either Number of Skilled Journeypersons or Number of Hours of Work Performed by Skilled Journeypersons. Check and complete the method of compliance that applies:

D Number of Skilled Journeypersons:

- 1. Number of skilled journeypersons performing work in the apprenticeable occupation: _____
- 2. Number of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

D Number of Hours of Work Performed by Skilled Journeypersons:

- 1. Number of hours of work performed by skilled journeypersons in the apprenticeable occupation: _____
- 2. Number of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation: _____

Percentage of hours of work performed by skilled journeypersons who are graduates of an apprenticeship program for the applicable occupation (divide line 2 by line 1): _____ %

*This Worksheet incorporates by reference all definitions in Public Contract Code section 2601, including, without limitation, the definitions of "apprenticeable occupation," "graduate of an apprenticeship program," and "skilled journeypersons."

END OF DOCUMENT

ATTACHMENT 6

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

ATTACHMENT 6

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

ATTACHMENT 6

- 1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.
- 1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:
 - 1.8.1 Priority 1: Residents residing within the boundaries of the District.
 - 1.8.2 Priority 2: Residents of the City of Sacramento.
 - 1.8.3 Priority 3: Residents of Sacramento County.
 - 1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.
- 1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.10 "Project" means all District construction projects where either the engineer's estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

ATTACHMENT 6

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars (\$500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein. Routine maintenance of District properties is not covered by the scope of this Agreement.

- 1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.
- 2.3 Covered Work. This Agreement covers, without limitation all on-site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, On-site work includes work done for the

ATTACHMENT 6

Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

- 2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.
- 2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.
- 2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.
- 2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

ATTACHMENT 6

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

- 2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XV and XVI of this Agreement shall apply to such work.
- 2.4 The following shall be excluded from Covered Work:
 - 2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
 - 2.4.2 Equipment and machinery owned or controlled and operated by the District;
 - 2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;
 - 2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
 - 2.4.6 District procurement or use of modular buildings;
 - 2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;
 - 2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

ATTACHMENT 6

- 2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.4.10 All Maintenance work contracted by the District;
- 2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.
- 3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

ATTACHMENT 6

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

- 3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

ATTACHMENT 6

disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
- 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
- 5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article

ATTACHMENT 6

fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

ATTACHMENT 6

- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

ATTACHMENT 6

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

ATTACHMENT 6

- F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.
- 9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

ATTACHMENT 6

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

ATTACHMENT 6

- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

- 10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.
- 10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.
- 10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.
- 10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.
- 10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

ATTACHMENT 6

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6. Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

- 10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.
- 11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

- (l) Possesses any license required by state or federal law for the Project work to be performed;

ATTACHMENT 6

- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
- (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
- (4) Has the ability to perform safely the basic functions of the applicable trade.

11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

ATTACHMENT 6

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

- 12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.
- 12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.
- 12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering , Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.
- 12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

ATTACHMENT 6

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- 12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
- 12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.
- 12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.
- 12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

ATTACHMENT 6

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

- 14.1 The standard workday shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.
- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

ATTACHMENT 6

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

ATTACHMENT 6

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

- 17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.
- 17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

ATTACHMENT 6

SIGNATURES

Sacramento City Unified School District



Date: 8/5/22

Name: Christine Pritchet

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:

B4C87250B34241A...

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council



Date: 7-29-22

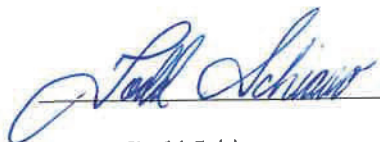
Name: Karl Pineo

Title: President

ATTACHMENT 6

Sacramento-Sierra Building and

Construction Trades Council



Date: 8/2/2022

Name: Todd Schiavo


Title: Vice-President

ATTACHMENT 6


DocuSigned by:

6C910C1A0D294D5...


Asbestos Workers Local #16

DocuSigned by:

D48B5A45BA78425...

Bricklayers Local #3

DocuSigned by:

C23CEC6C30BC44A...

Boilermakers Local #549


DocuSigned by:

4F8BF44AA19D47C...

Cement Masons Local #400

DocuSigned by:

C10D2578818641F...

Asbestos, Lead and Mold Laborers Local #67

DocuSigned by:

0D9AD28FD7DFACE...

District Council #16 International Union of Painters & Allied Trades

DocuSigned by:

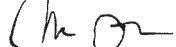
B9EDEF97DCC4462...

Elevator Constructors Local #8

DocuSigned by:

C0089C1D0CA54AC...

International Brotherhood of Electricians Local #340

DocuSigned by:

9BF3BF3C801849A...


Sprinkler Fitters Local #669

UNIONS

DocuSigned by:

CD7DE50D9167457...

Iron Workers Local #118

DocuSigned by:

C20514D4BD51437...

Laborers Local #185

DocuSigned by:

[unclear]

Operating Engineers Local #3

DocuSigned by:


B85F4751AD08435...

Plasterers & Cement Masons Local #300


DocuSigned by:

18EECB2BF4504BA...


UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

DocuSigned by:

9CC33EC099F84FA...

Plumbers & Pipefitters Local #447

DocuSigned by:

09D284A82D354D7...

Roofers Local #81

DocuSigned by:

73EA33F8D61046A...

Sheet Metal Workers Local #104

DocuSigned by:

BC6F45A38B6746A...

Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

ATTACHMENT 6

UNIONS

Asbestos Workers Local #6

Laborers Local #185

Bricklayers Local #3

Millwrights Local #102

Boilermakers Local #549

Northern California District Council of
Laborers



Carpenters 46 Northern California
Counties Conference Board

Operating Engineers Local #3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International
Union of Painters & Allied Trades

Pile Drivers Local #34

District Council of Plasterers & Cement
Masons of Northern California

Plumbers & Pipefitters Local #447

Drywall/Latherers Local #9109

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

ATTACHMENT 6

[INTENTIONALLY LEFT BLANK]

ATTACHMENT 6

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____

Bid Number: _____

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

ATTACHMENT 6

DATED: 9/23/2022

Name of Contractor

CORE CONSTRUCTION, INC.
DBA Core Construction Management

Seth Maurer Vice President

(Authorized Officer & Title)

Seth Maurer

11641 Blocker Drive, #200
Auburn, CA 95603

(Address)



CHANGE ORDER #01

October 6, 2022

Project: Elder Creek ES Playfield Renovation
 Bid No: 0104-416
 DSA File No: 02-120157

Contract No: R23-00661

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
 5735 47th Ave.
 Sacramento, CA 95824

Contractor: Robert A. Bothman Construction
 7840 Madison Ave., #149
 Fair Oaks, CA 95628

Architect: MTW Group
 2707 K Street, Suite 201
 Sacramento, CA 95816

Construction Manager: Innovative Construction Services, Inc.
 5433 El Camino Ave., Suite 2
 Carmichael, CA 95608

Reference	Description	Cost	Days Ext.
PCO #N/A Requested by: Performed by: RAB Reason:	Incorporate and clarify the scope of work approved by the District outlined RAB proposal dated June 27, 2022. The proposal was not attached to the original executed agreement.	\$0.00	0
Contract time will be adjusted as follows:		Original Contract Amount:	\$2,305,632
Previous Completion Date: <u>12/31/2022</u>		Amount of Previously Approved Change Order(s):	\$0
<u>ZERO</u> [#] Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	\$0
Current Completion Date: <u>12/31/2022</u>		Contract Amount:	\$2,305,632

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

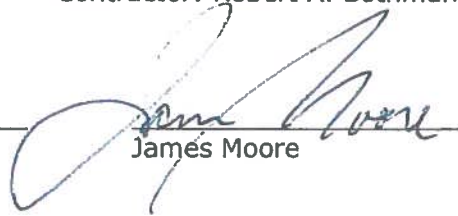
Signatures:

District: Sacramento City USD

Contractor: Robert A. Bothman Construction

Rose Ramos, CBO

Date


James Moore

9/22/2022
Date

Architect: MTW Group

Construction Manager: ICS, Inc.



Bryan Walker

9/22/22
Date



Meredith Collins

9/22/2022
Date

REVISED BID PROPOSAL

June 27, 2022

Chris Ralston

Sacramento City Unified School District C/O Innovative Construction Services, Inc.
5433 El Camino Ave #2
Carmichael, CA 95608

PROJECT: Elder Creek Elementary School Playfield Renovation
ESTIMATE NO. E22-130

Dear Mr. Ralston:

Robert A. Bothman, Inc. proposes to furnish and install work for the above referenced project per plans and specifications by Warren Consulting Group dated 3/25/22 with no DSA approval stamp and geotechnical evaluation prepared by Wallace Kuhl & Associates dated 3/22/22.

Addenda Noted:

No. 1 dated May 20, 2022

Applicable Specification Section(s) include:

Division 0 – All Sections

Division 1 – All sections

Division 2 – All sections

11 68 33 Athletic Field Equipment

Division 26 – All Sections

Division 31 – All Sections

Division 32 – All Sections

Division 33 – All Sections

Specific Inclusions:

Mobilization / General Conditions / Construction Survey:

- Provide RAB project superintendent, project management, safety inspections, and scheduling
- Provide construction trailer for RAB personnel with meeting space for project meetings
- Provide construction container for equipment and supplies
- Provide equipment mobilization
- Provide site security temporary fence as necessary around perimeter of the project
- Provide connection to existing water line to be used for construction water and dust control (excludes costs of water)
- Tree protection and removal
- Job site clean-up
- Survey GPS Control / Benchmarks

- Construction survey staking for grading, underground, surface layout, fencing, and electrical
- Utility locating of existing utilities within project limit of work

Stormwater Pollution Prevention:

- Provide Best Management Practices (BMP's) and maintain while RAB is on-site performing construction
- Install fiber rolls around perimeter of site and after rough grading on slopes steeper than 3:1
- Install drain inlet protection with filter fabric
- Provide street sweeping during RAB off-haul or import operation of the project
- Provide stockpile management of RAB spoils on-site
- Install and maintain concrete washout
- Install one gravel and rumble plate construction entrance
- Remove items not required upon completion

Site Demolition & Clearing:

- Incorporate existing natural turf into grade for new turf areas
- Demolition and removal of hardscape surfaces such as concrete paving, curbs, and asphalt including sawcutting as required and Petromat in existing hardcourt areas stipulated in geotechnical report
- Removal of existing railing, chain link fence, gates and footings
- Removal and disposal of trees
- Removal and disposal of existing drain inlets and abandonment of adjoining drain lines
- Removal and disposal of existing basketball standards
- Removal and disposal of existing irrigation main, water, electrical, storm drain and sewer lines as shown (assumed max depth of 5') with associated appurtenances shown
- Selective removal of remaining irrigation system, capping of unused valves, abandon of irrigation lateral lines and remove only portions that are in conflict with new work. Mainline to remain and be protected
- Salvage existing exercise equipment for re-installation
- Remove and replace existing damaged utility boxes and set to new grades

Earthwork / Base Rock / Asphalt Paving:

- Rough grade site cut and fills to subgrade elevations based on the following sections:
 - Asphalt Paving: 3" AC / 6" AB
 - Concrete Paving: 5" PCC / 4" AB
 - **Perimeter Walk Path: 5" PCC / 4" AB**
 - Play Surfacing: Type 6A-5" safety surface / 4" AB, Type 6B-2" safety surface / 4" AB
- Export excess soil from rough grading operation
- Lime treat at 4.5% quicklime hardcourt asphalt, concrete paving **and concrete walk path** where shown to 12" depth in place native material
- Finish and compact subgrade for asphalt paving, concrete paving, tot lot, and **concrete walk path** to specified densities
- Landscape areas to be graded +/0.20' of finish elevations shown on the plans
- Install recycled class 2 aggregate base rock based on the following sections:
 - Asphalt Paving: 6" AB
 - Concrete Paving: 4" AB
 - **Perimeter Walk Path: 4" AB**

- Install asphalt based on the following sections:
 - Hardcourt Paving: 3" recycled AC
- Trim excavation for vertical curbs, concrete borders, and deepened concrete borders

Pavement Markings:

- Install painted pavement markings and striping at hardcourt per Sheet C4.3:
 - Student line up numbering
 - Basketball, foursquare, kickball, volleyball, hopscotch, tetherball, and funnel ball sport courts and game lines
 - Running track lines and lettering as shown
 - Walking path lines
 - Colored USA Map per detail

Underground Utilities:

Potable Water Utilities

- Trench excavation, 4" sand bedding, 6" sand cover over pipe, and Class 2 Aggregate Base for remaining backfill (in lime treated areas)
- Pothole and connect to existing on-site 2" water mainline stub-out for potable line assume maximum depth 5.00'
- Install 2" Schedule 80 PVC to building POC locations and connect
- Install gate valve shut-offs where shown
- Flush and disinfect potable water lines
- Off-haul excess spoils

Fire Water Utilities

- Relocate existing wharf hydrant to back of walk per Sheet C8.1

Sanitary Sewer Utilities

- Trench excavation, 4" sand bedding, 6" sand cover over pipe, and Class 2 Aggregate Base for remaining backfill (in lime treated areas)
- Pothole, expose and connect to existing on-site sewer lateral (assume maximum depth of 5 feet)
- Install 4" SDR-35 PVC sanitary sewer line with PVC fittings
- Install sanitary sewer cleanouts
- Flush and test sanitary sewer with standard 3 PSI air test or water stand method
- Off-haul excess spoils

Storm Drain System

- Trench excavation, 4" sand bedding, 12" sand cover over pipe, and excavated native soil for remaining backfill
- Trench excavation, 4" sand bedding, 6" sand cover over pipe, and Class 2 Aggregate Base for remaining backfill (in lime treated areas)
- Pothole and connect to existing on-site storm drain pipe (assume maximum depth of 5 feet)
- Install new drainage system using 4" and 6" SDR-35 PVC sanitary sewer line with PVC fittings
- Construct 24" diameter concrete catch basin drains with ADA galvanized grates
- Install storm drain cleanouts
- Install rainwater leader downspouts at base of buildings

- Make connections to trench drain
- Install drywells at exercise stations per Addendum 1
- Flush storm drain lines
- Off-haul excess spoils

Electrical:

- Demolish irrigation pump and controller connections/wiring as shown.
- Trench excavation, 2" sand bedding and 2" sand cover over pipe and native backfill for remaining trench outside of soil treatment areas
- Trench excavation, 4" sand bedding, 6" sand cover over pipe, and Class 2 Aggregate Base for remaining backfill (in lime treated areas)
- Connect electrical to existing distribution panel DP2
- Furnish and install pull boxes, conduit installation, and conductors for services to new pump and irrigation controller and provide hookups.
- Furnish and install pull boxes, conduit installation, and cable from irrigation controller to existing IDF and leave 5' cable length for connections by District
- Off-haul excess spoils

Site Concrete:

- Install perimeter trench drain ACO KS-100S trench drain at tot lot
- Install retaining, vertical, flush and apparatus curbs and stair cheek walls without integral color per details
- Install 5" concrete paving without integral color, broom finish
- **Install 5" concrete substrate below synthetic track surfacing at walk path without integral color with monolithic field and fence bands, recess as shown and broom finish edges.**
- Install concrete stairs on grade with tooled noses
- Install expansion joints along vertical edges and at approximately 20' OC with joint sealant caulking
- Install concrete reinforcing as shown on details

Miscellaneous Surfaces:

- Install resilient play area surface by Flexground at exercise stations (tot surfacing by others)

Synthetic Track Surfacing:

- **Install 13 mm Beynon BSS 300 Sandwich system all-weather track surfacing at perimeter walk path**

Play Equipment:

- Re-install salvaged exercise equipment per Sheet C4.4.

Athletic Field Equipment

- **Furnish and install LA Steelcraft LA-12C44 and LA-12C044 gooseneck basketball goals posts with backboards and nets**
- **Furnish and install Burke 4-Way funnel ball with posts and footings**
- **Furnish and install 2-3/8" galvanized steel tetherball posts with cap and eye bolt (ball and rope provided by District)**

Chain Link Fence & Gates:

- Install 6' high Fusion Bonded Coated chain link fence per sheet C4.4 and details as shown and specifications.

Ornamental Iron:

- Install 6' high 3-rail Ameristar Montage "**Industrial**" ornamental fence per sheet C4.4, details as shown.
- Install 6' high 3-rail Ameristar Montage "**Industrial**" 96" W double swing, 48" W single swing, 20' W and 8' W double swing gates per sheet C4.4, details as shown and specifications.
- Install 3' high galvanized 3-rail handrail at retaining curb
- Install 3' high galvanized 3-rail handrails at stairs

Irrigation System:

- All trench excavation to be backfilled with on-site excavated native materials
- Connect irrigation system to existing irrigation mainline point of connection shown
- Install new 'V-Power booster pump assembly on a concrete pad
- Install 3" reduced pressure backflow preventer with concrete slab and enclosure
- Install 4" Class 200 ring-tite mainline with ductile iron fittings
- Install new 4" Griswold 2000 normally closed master control valve
- Install new Badger 200SS Flow Sensor in 3" saddle
- Install single #14-1 AWG UF direct burial wiring for master valve and flow sensor in conduit back to controller
- Install line size gate valves for isolation of mainline in Christy G5 box and cast-iron lid with concrete collar within synthetic field area
- Install line size Leemco gate valves where shown in plastic valve boxes
- Install quick coupler valves and remote-control valves in plastic valve boxes
- Install Hunter ACC2 12 station controller w/stainless steel enclosure and pedestal
- Wire remote control valves using standard single #14-1 & #12-1 AWG UF direct burial wire
- Install schedule 40 solvent weld PVC laterals
- Install Hunter I-50 and I-20 rotor sprinklers at sod area
- Install Hunter RZWS pre-fabricated 36" root watering system at trees
- Install remote-control drip zone assembly in plastic valve boxes
- Install sleeving for all piping under hardscape paving surfaces
- Provide set of as built drawings for system
- Provide plastic laminated chart for new system inside new controller
- Provide tools and keys for quick coupler valves

Planting:

- Provide soil testing for existing on-site native soil per specifications
- Amend on-site native soils with specific amendments and fertilizers within the top 6" of landscape planting areas.
 - For bidding purposes, the following rates per 1,000 SF are used to establish costs for this project, any differences between these rates and the actual recommendations from the soil testing laboratory will be considered extra work and paid for as a change order (per specifications and not notes on the plans):
 - 2 CY Composted Recycled Organic Amendment
 - 150 Lbs Gro Power Plus

- Fine grade all planting areas to specified tolerances
- Install 24" box trees where shown
- Install 90% Perennial Ryegrass, 10% Kentucky Bluegrass sodded turf

Landscape Maintenance:

- 90 Calendar Landscape establishment and maintenance period
- Maintenance period to begin after completion of all planting and sod germination to 1-1/2" blade height per specification
- Mow and edge turf weekly to heights specified and remove clippings
- Maintain landscape areas in a weed free condition
- Apply fertilizers as called out for in specifications
- Program irrigation controller to apply proper amount of water for establishment of plant materials
- Program irrigation controller for post establishment and continuous maintenance to apply proper amount of water for establishment of plant materials
- Apply insecticides/herbicides as required per specifications

Specific Exclusions:

- Anything not part of "Specific Inclusions" is excluded from this bid proposal.
- Permit and encroachment fees
- Utility company fees
- Cost of construction water or import off-site construction water
- Pre-construction survey of existing site to verify topography elevations
- **QSD or QSP services**
- Removal of any hazardous materials including any contaminated soils, lime treated soils, asbestos, lead paints, or all other hazardous materials that may be found in transit buried pipelines, paint materials on buildings or any other structure of surface to be removed from the project.
- Removal and disposal of existing play apparatus, rubber curb and wood fiber at existing tot lot (to be covered under contract for new shade structure)
- TV inspection of existing or completed storm drain and sanitary sewer lines and structures
- **Furnish of Tetherball rope/ball (by District)**
- **Portable volleyball post and net system**
- **Crack seal, seal coat and striping at existing parking lots and alley turn**
- Soil sterilant below A.C. or Concrete Paving
- **Seal coat at hardcourt**
- Furnish or installation of tot lot play equipment or tot lot athletic safety surfacing
- Furnish or installation of slab on grade, curbs, A.C. transitions, foundations or structure for future shade structure

Specific Conditions/Qualifications:

- Proposal pricing is valid for 30 days from submittal. In the absence of written letter of intent or subcontract agreement, pricing is subject to change based on material escalation beyond the control of RAB.
- **COVID-19:** Due to the unknown future impacts of the COVID-19 health crisis including the constantly changing work restrictions and work requirements RAB is not able at this time to include for our work in our proposal, any and all costs associated with "future"

governmental or agency construction requirements including all work restrictions, protocols, guidelines and or practices.

- RAB will monitor, document and memorialize “at that time” any anticipated added costs and schedule impacts associated with changes in work restrictions, protocols, practices, demobilization, job suspension, time ordered to not work, loss of production or remobilization, and as such RAB reserves its rights in these regards to report these changes in work and be compensated accordingly.
- Prices based on current prevailing wages
- Prices based on current union wages
- Pricing is based on award of full scope of work as a single package. Selective award of line item scopes, if acceptable to RAB, will result in additional costs.
- On-site water to be used for construction water and dust control, prices do not include any costs to import recycled water

Pricing:

Original Base Bid	\$ 2,084,625.00
Perimeter Concrete Walk Path with Synthetic Track Surface	\$ 164,813.00
Deduct for Crack Seal/Seal Coat/Striping of Existing Parking Lots	(\$ 47,674.00)
Deduct for Hardcourt Seal Coat	(\$ 11,697.00)
Deduct for QSD/P Services	(\$ 4,435.00)
REVISED TOTAL BASE BID	<u>\$ 2,185,632.00</u>
Owner allowance including OT allowance of \$20,000	\$120,000.00
TOTAL BID INCLUDING ALLOWANCE	\$2,305,632.00

If you have any questions, please feel free to contact our office.

Submitted by:

Robert A. Bothman, Inc.

By: 
James Moore, Vice President

LABOR TIME AND MATERIAL RATES EFFECTIVE THROUGH JUNE 30, 2023 AFTER JUNE 2023, RATES WILL INCREASE APPROXIMATELY \$3.00 ON THE BASE RATE				
LABOR CLASS	REGULAR	HALF TIME PREMIUM	TIME AND ONE HALF	DOUBLE TIME
Carpenter Foreman	\$ 138.36	\$ 37.88	\$ 176.24	\$ 214.13
Carpenter	\$ 131.47	\$ 34.44	\$ 165.91	\$ 200.35
Cement Mason Foreman	\$ 107.97	\$ 30.44	\$ 138.41	\$ 168.86
Cement Mason	\$ 101.45	\$ 27.18	\$ 128.63	\$ 155.81
Laborer Foreman	\$ 93.08	\$ 25.19	\$ 118.27	\$ 143.46
Laborer	\$ 90.23	\$ 23.77	\$ 114.00	\$ 137.77
Operator Foreman	\$ 117.76	\$ 34.74	\$ 152.50	\$ 187.23
Operator	\$ 112.77	\$ 32.24	\$ 145.00	\$ 177.24
Site Superintendent	\$ 145.25	\$ 41.33	\$ 186.57	\$ 227.90
General Superintendent	\$ 147.92	\$ 49.52	\$ 197.45	\$ 246.97
Project Engineer	\$ 93.36	\$ 35.86	\$ 129.23	\$ 165.09
Project Manager	\$ 162.70	\$ 63.76	\$ 226.46	\$ 290.21

EQUIPMENT TIME AND MATERIAL RATES EFFECTIVE THROUGH JUNE 30, 2023		
Equipment	Cost Basis	Rate
10- Wheeler	HR	\$ 111.00
Backhoe	HR	\$ 90.00
Auger Attachment	DAY	\$ 289.00
Hi-Ram Attachment	DAY	\$ 633.00
Bobcat	HR	\$ 51.00
Auger Attachment	DAY	\$ 289.00
Hi-Ram Attachment	DAY	\$ 465.00
Compressor W/Hammer	DAY	\$ 265.00
Dozer (D-4)	HR	\$ 78.00
Dozer Large (D-6)	HR	\$ 116.00
End Dump	HR	\$ 128.00
Excavator	HR	\$ 176.00
Compaction Wheel Attachment	DAY	\$ 753.00
Hi-Ram Attachment	DAY	\$ 937.00
Extruded Curb Machine	DAY	\$ 1,053.00
Flat Bed	HR	\$ 128.00
Forklift	HR	\$ 56.00
Forklift - Gradall	HR	\$ 86.00
High Side End Dump	HR	\$ 128.00
Loader	HR	\$ 133.00

Mini-Excavator	HR	\$	68.00
Motor Grader JD	HR	\$	124.00
Motor Grader CAT 140M	HR	\$	165.00
Pick-up Truck	HR	\$	26.00
Riding Concrete Trowel	DAY	\$	275.00
Roller-36	HR	\$	58.00
Roller-66	HR	\$	69.00
Roller-84	HR	\$	84.00
Scraper 613	HR	\$	166.00
Scraper 623	HR	\$	258.00
Sheepsfoot 66"	HR	\$	88.00
Sheepsfoot Compactor 815	HR	\$	171.00
Soff-Cut Saw	DAY	\$	305.00
Tractor	HR	\$	71.00
Material Conveyor	DAY	\$	473.00
Rotovator	DAY	\$	473.00
Top Maker Turf Pulverizer	DAY	\$	2,153.00
Transport	DAY	\$	1,225.00
Trencher	HR	\$	58.00
Walk Behind Concrete Trowel	DAY	\$	150.00
Water Truck (4000 Gallon)	HR	\$	111.00
Water Truck (2500 Gallon)	HR	\$	101.00

The above rates do not include General Liability Insurance. General Liability Insurance will be added to the Gross Billing at a rate of \$5.80/\$1,000.00. All equipment rentals subject to a 4-hour minimum unless otherwise noted. Rentals subject to RAB standard terms and conditions. All T&M (labor, equipment & materials) work will be marked up 15% for overhead and profit. Customer to provide safe workplace for the equipment ordered and supplied. Attachments are subject to an 8-hour minimum. Transport cost required for the movement of all equipment not currently on site.



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Rose F Ramos, Chief Business and Operations Officer

Chris Ralston, Director III

**AMENDMENT NO. 1 TO AGREEMENT FOR
INDEPENDENT CONSULTANT AGREEMENT FOR ARCHITECTURAL SERVICES**

This Amendment to the Agreement for Architectural Services (“Amendment”) is entered into between the Sacramento City Unified School District (“District”) and Verde Design, Inc. (“Architect”) (collectively the “Parties”):

Section I. Amendment to Agreement for Independent Consultant Agreement for Architectural Services originally entered to on March 21, 2022.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District’s Board of Education (“Board”). Upon approval by the Board, the effective date of this Amendment shall be October 6, 2022;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Construction Manager staffing on the Project from December 2022 to June 30, 2023;
3. **Fee and Method of Payment:** The District shall continue to pay Architect for the current services and will now pay for the added services from and after October 6, 2022, on a flat fee basis up to a maximum of \$368,644.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change; basis for change order

Design services for new booster pump added at the request of the District
 Design changes due to value engineering for budgetary purposes
 Reimbursement for Fire Department Fees

Description of funding changes to contract

Original contract amount.....	\$328,130.00
Previous change orders through change order #-.....	\$ 0.00
Contract amount prior to this change order	\$328,130.00
Amount of this change order.....	\$ 40,514.00

NEW CONTRACT AMOUNT..... \$368,644.00

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Independent Consultant Agreement for Architectural Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Independent Consultant Agreement for Architectural Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: October 6, 2022

Sacramento City Unified School District

Verde Design, Inc

Rose Ramos, Chief Business Officer

Mark Baginski



CONTRACT CONSULTANT CHANGE ORDER

Consultant: Verde Design, Inc.	CO #: 01
Owner: Sacramento City Unified School District	Date: 9/14/2022
School: Hiram Johnson HS - Baseball/Softball/Golf	Project #: 0520-442
Budget Code (if applicable):	Contract #: SA22-00444

Description of Scope/Basic Services Change:

	<u>AMOUNT</u>
Design services for new booster pump added at the request of the District.	\$ 6,050.00
Design changes due to value engineering for budgetary purposes.	\$ 34,261.00
Reimbursement for Fire Dept fees	\$ 203.00
TOTAL:	\$ 40,514.00
Original contract amount (Lump sum fee)	\$ 328,130.00
Previous change orders through Change Order #--.....	\$ -
Contract amount prior to this change order.....	\$ 328,130.00
Amount of this change order.. (Lump sum fee).....	\$ 40,514.00
NEW CONTRACT AMOUNT including this change order.....	\$ 368,644.00

_____ Date: 09.14.22
 Mark Baginski, Verde Design, Inc.

_____ Date: 9/15/2022
 Meredith Collins, Innovative Construction Services, Inc.

_____ Date: 9/15/22
 Brendin Swanson, SCUSD Manager III, PM

_____ Date: 9-23-22
 Chris Ralston, SCUSD Director III, Facilities Mgmt, M&O, and Resource Mgmt

Note: Not valid until signed by the Consultant and the Owners Representative, at which such time Consultant indicates agreement herewith, including adjustments to Contract Sum.
 * Consultant Change Order augments District purchase order/service agreement.

BACK UP
 For Amendment #1
 for 10/6



VERDE DESIGN

2455 The Alameda, Suite 200

Santa Clara, CA 95050

t 408.985.7200 f 408.985.7260

www.verdedesigninc.com

September 12, 2022

Mr. Chris Ralston
Director, Facilities Management & Operations
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Delivered via Electronic Mail

RE: Add Service Request 001 – Booster Pump
Hiram Johnson HS – Golf Practice Facility, Varsity Baseball and Softball Fields
Verde Project Number 2203201

Dear Chris:

Per our conversation we have prepared the following request for additional services related to the above referenced project. The proposal is to provide the design and detailing for the new booster pump to the Hiram Johnson High School Baseball, Softball and Golf Improvements project. This proposal shall remain valid for a period of thirty (30) days. Scope of work to include the following:

1. Irrigation mainline layout and sizing from backflow preventer to irrigation booster pump.
2. Irrigation booster pump design.
3. Master valve and flow sensor layout.
4. Cost estimate.

The additional fee to complete the scope of work is **\$6,050**.

Chris, if this proposal meets with your approval, then sign and return this proposal to our office or issue a purchase order that reflects the contents of this proposal. Thank you.

Respectfully submitted,
Verde Design, Inc.

Mark S. Baginski RLA LEED AP
Principal

cc: Verde Design Distribution

PROPOSAL APPROVED BY:
Sacramento City Unified School District

Date



VERDE DESIGN

2455 The Alameda, Suite 200

Santa Clara, CA 95050

t 408.985.7200 f 408.985.7260

www.verdedesigninc.com

September 12, 2022

Mr. Chris Ralston
Director, Facilities Management & Operations
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Delivered via Electronic Mail

RE: Add Service Request 002 – Value Engineer Items
Hiram Johnson HS – Golf Practice Facility, Varsity Baseball and Softball Fields
Verde Project Number 2203202

Dear Chris:

Per our conversation we have prepared the following request for additional services related to the above referenced project. The proposal is to provide the design and detailing for the value engineered items to the Hiram Johnson High School Baseball, Softball and Golf Improvements project. This proposal shall remain valid for a period of thirty (30) days. Scope of work to include the following:

1. Preparation of CCD set
2. Removing hardscape paving in areas around the baseball/softball and golf area
3. Removing concrete edgeband at baseball/softball outfield fence
4. Removing edgebands adjacent to existing landscape
5. Removing lighting and conduit to baseball/softball batting cages
6. Removing lighting and conduit to baseball/softball dugouts
7. Revising baseball/softball double station bullpen to single station
8. Revise all perimeter fencing to be 6' tall with slats (including gates)
9. Revising golf outer perimeter to synthetic turf/mulch
10. Revising bio planter areas/locations to centralize them
11. Revising drainage system to utilize existing 12" SD Pipe
12. Removing french drain system at baseball/softball
13. Removing drainage system outside of baseball/softball outfield area
14. Providing renderings and drawings in support of the CEQA
15. Additional trees and irrigation along the backside of the home bleachers
16. Additional fencing at North end of the stadium
17. Design calculations and drawings revised to remove dugout storage room at Baseball 3rd line and Softball 1st base line.
18. Netting hood on backstop to be indicated on drawings as an option.

The additional fee to complete the scope of work is **\$43,420**.

Fees:

Verde Design	\$ 23,170
Electrical Engineer	\$ 4,400
Structural Engineer	\$ 15,950
Total Fee	\$ 43,520

Chris, if this proposal meets with your approval, then sign and return this proposal to our office or issue a purchase order that reflects the contents of this proposal. Thank you.

Respectfully submitted,
Verde Design, Inc.

Mark S. Baginski

Mark S. Baginski RLA LEED AP
Principal

cc: Verde Design Distribution

PROPOSAL APPROVED BY:
Sacramento City Unified School District

Date

Verde Design, Inc.
Charge Rate Schedule
Effective until December 31, 2022

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$255.00 per hour
Project Manager/Construction Manager	
Level Four	\$240.00 per hour
Level Three	\$220.00 per hour
Level Two	\$180.00 per hour
Level One	\$165.00 per hour
IT Manager	\$180.00 per hour
CAD Manager	\$175.00 per hour
Project Designer	\$160.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$150.00 per hour
Draftsperson Level II	\$145.00 per hour
Draftsperson Level I	\$125.00 per hour
Project Administrator	\$85.00 per hour
Intern	\$75.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

PROJECT : Hiram Johnson High School VE Items
 CLIENT: Sac City USD
 Project No.: 2203202

Verde Design, Inc.
 Date: 9/12/22
 Prepared By: CS/MB

	JC	\$150.00	PD	\$160.00	PMIII	\$220.00	P	\$255.00	Verde Scope Fees	ACEE Electrical Engineering	AKH Structural Engineering	Total
Phase B – 50% Construction Documents												
1	1.6.0	\$2,400.00		\$0.00	8.0	\$1,760.00	6.0	\$1,530.00	\$5,690.00			\$5,690.00
1 Prepare and figure out VE items												
2												
2 Prepare VE Construction documents based on approved items												
a	1.0	\$150.00		\$0.00		\$0.00		\$0.00	\$150.00			\$150.00
a Cover Sheet												
b		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00			\$0.00
b Accessibility Plan												
c		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00			\$0.00
c Fire Marshall Plan												
d		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00			\$0.00
d Existing Condition Plan												
e	2.0	\$300.00	1.6.0	\$2,560.00	2.0	\$440.00	1.0	\$255.00	\$3,555.00			\$3,555.00
e Grading Plan												
f	2.0	\$300.00	1.6.0	\$2,560.00	2.0	\$440.00	1.0	\$255.00	\$3,555.00			\$3,555.00
f Drainage Plan												
g	4.0	\$600.00		\$0.00		\$0.00	1.0	\$255.00	\$855.00			\$855.00
g Landscape Plan												
h	4.0	\$600.00		\$0.00	1.0	\$220.00		\$0.00	\$520.00			\$520.00
h Irrigation Plan												
i	4.0	\$600.00		\$0.00	1.0	\$220.00		\$0.00	\$820.00			\$820.00
i Construction Detail Plans												
j	4.0	\$600.00		\$0.00		\$0.00		\$0.00	\$600.00			\$600.00
j Electrical Plans and Details												
k		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00	\$4,400.00		\$4,400.00
k Southern Bleacher Plans												
l		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00		\$15,950.00	\$15,950.00
l Structural Plans and Details												
m	4.0	\$600.00		\$0.00	2.0	\$440.00	2.0	\$510.00	\$1,550.00			\$1,550.00
m Coordinate with all subconsultants												
n		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00			\$0.00
n Prepare SWPPP documentation												
o	2.0	\$300.00		\$0.00		\$0.00		\$0.00	\$300.00			\$300.00
o Prepare technical specifications for scope of work items.												
p	2.0	\$300.00		\$0.00		\$0.00		\$0.00	\$300.00			\$300.00
p Prepare an Estimate of Probable Costs – identify DSA fees based on cost of work.												
q	2.0	\$300.00		\$0.00	2.0	\$440.00		\$0.00	\$740.00			\$740.00
q Provide internal QA/QC process												
r	9.0	\$1,350.00	2.0	\$320.00	3.0	\$660.00	3.0	\$765.00	\$1,745.00			\$1,745.00
r Revise plans for submittal preparation to District for review and comment.												
s	9.0	\$1,350.00	9.0	\$1,440.00		\$0.00		\$0.00	\$2,790.00			\$2,790.00
s Revise plans per District comments												
t	2.0	\$300.00		\$0.00		\$0.00		\$0.00	\$300.00			\$300.00
t Prepare CCD												
u		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00			\$0.00
u Project administration												
SUBTOTAL:												
	54.0	\$8,100.00	43.0	\$6,880.00	21.0	\$4,650.00	14.0	\$3,570.00	\$23,170.00	\$4,400.00	\$15,950.00	\$43,520.00



COMMUNITY DEVELOPMENT
DEPARTMENT

CITY OF SACRAMENTO
CALIFORNIA

300 RICHARDS BOULEVARD
3rd FLOOR
SACRAMENTO, CA
95811-0218

Automated Inspection Line: (916) 808-7622

General Help: 311 within City limits or (916) 264-5011



Application Receipt Part II

Permit #: CF-2211904

Current Status: Ready to Issue

Property Information:

Job Address: 6879 14TH AVE
Site Location: -
Parcel #: 01503010010000
Parcel Desc: PARCEL A REDDING AVENUE SUB -

Property Information:

Applied Date: 06/07/2022 Valuation:
Occupancy/Construction Type: County Fire - - # of Units: 0

Required Building: Mechanical: Plumbing: Electrical: Fire: Planning:

Inspections:
Work Description:

Site relocation of existing baseball and softball fields. Proposed improvements include construction of new 30' tall chain link backstop with netted hood at baseball and softball. Baseball and softball to include home and visitor CMU dugouts with storage closets, single batting cages, single bullpen at visitor and double bullpen at home side. Double sided sport specific scoreboard and flag pole located adjacent. Construction to include new perimeter fencing at each field. New synthetic turf golf practice facility with a synthetic turf putting area and five station chain link driving range.

Fee Items	# of Each	Amount
Fire Dept Administrative Fee - 262	1.00	\$72.00
Fire Dept Plan Review Fee - 399	1.00	\$131.00
Total		\$203.00

Receipt #	Status	Date	Amount Paid	Payment TID	Reference/Chase TID
673220	Paid	06/17/2022	\$203.00	1261918	62ACA4855254D8D5CCF50FA3C92A3FEF010D537F



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Rose F Ramos, Chief Business and Operations Officer

Chris Ralston, Director III

AMENDMENT NO. 1 TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Amendment to the Agreement for Construction Management Services (“Amendment”) is entered into between the Sacramento City Unified School District (“District”) and Vanir Construction Management, Inc. (“Construction Manager”) (collectively the “Parties”):

Section I. Amendment to Agreement for Construction Management Services originally entered to on March 22, 2022.

1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District’s Board of Education (“Board”). Upon approval by the Board, the effective date of this Amendment shall be October 6, 2022;
2. **Extension of Term of the Agreement:** This Amendment shall extend the current Construction Manager staffing on the Project from June 2023 to December 2023;
3. **Fee and Method of Payment:** The District shall continue to pay Construction Manager for the current staffing on the Project until October 5, 2022, and will pay for the reduced services from and after October 6, 2022, on a not to exceed basis up to a maximum of \$919,372.00, as reflected below, unless this Amendment is further extended or modified.

Description of Scope Change; basis for change order

Per attached letter dated August 11, 2022, from Vanir construction requesting a change in key personnel; district accepts changes in key personnel

Per attached letter dated August 24, 2022, from Vanir Construction requesting change in level of service; removal of Kit Carsen project from contract after GMP establishment. No other changes to contract or assigned projects and assigned services provided; district accepts reduction in service request and corresponding change order in contract amount.

Description of funding changes to contract

Original contract amount.....	\$1,103,952.00
Previous change orders through change order #-.....	\$ 0.00
Contract amount prior to this change order	\$1,103,952.00
Amount of this change order.....	\$ (184,850.00)
NEW CONTRACT AMOUNT.....	<u>\$919,732.00</u>

Section II. All Other Provisions Reaffirmed.

All other provisions of the Agreement for Construction Management Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Agreement for Construction Management Services, the provisions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement for Construction Management Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

DATE: October 6, 2022

Sacramento City Unified School District

Vanir Construction Management, Inc

Rose Ramos, Chief Business Officer

James E. Smith, President



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Rose F Ramos, Chief Business and Operations Officer

Chris Ralston, Director III

BOARD OF EDUCATION

Christina Pritchett
President
Trustee Area 3

Leticia Garcia
Vice President
Trustee Area 2

Chinua Rhodes
2nd Vice President
Trustee Area 5

Lisa Murawski
Trustee Area 1

Jamee Villa
Trustee Area 4

Darrel Woo
Trustee Area 6

Lavinia Grace Phillips
Trustee Area 7

Liam McGurk
Student Board Member

August 31, 2022

Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834

RE: Response to letter dated August 11, 2022

Mr. Smith,

Thank you for the letter to inform the district of key personnel changes to your team that has service as a construction management firm to Sacramento City Unified School District.

The RFP your firm responded to and the contract agreed to for services stipulates that any changes to key personnel must be approved by the district before implementation. This letter confirms acceptance of the team changes proposed by Vanir Construction Management. To confirm, the new key personnel listed for your firm will be:

Principal in Charge: Jerry Avalos
Project Director: Kurt Weidmann

This change to your contract and RFP response will go to the board for ratification on, or about, October 6, 2022.

Thank you,

Chris Ralston
Director III, Facilities Management

Cc: Rose Ramos, Chief Business & Operations Official
Brendin Swansen, Facilities Project Manager III

Enc.



Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
T 916-575-8888
F 916-575-8887
vanir.com

August 11, 2022

Sacramento City Unified School District
Attn: Chris Ralston
5735 47th Avenue
Sacramento, CA 95824

Subject: ARTICLE IV, 4.2 CM Staff

RE: AGREEMENT FOR CONSTRUCTION MANGEMENT SERVICES FOR FERN BACON,
KIT CARSON, JOHN STILL, ALBERT EINSTEIN, LEONARDO DA VINCI AND
ROSA PARKS HVAC REPLACEMENT PROJECTS

Dear Chris,

This letter is to formally inform you that the following changes in key personel in CM's firm associated with the Project and perform Services in the following capacities:

Principal In Charge: Jerry Avalos
Project Director: Kurt Weidmann

Please contact me with any questions.

Thank you,

James E. Smith
President

Copy: Jerry Avalos, Principal in Charge
Kurt Weidmann, Project Director



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818

Rose F Ramos, Chief Business and Operations Officer

Chris Ralston, Director III

BOARD OF EDUCATION

Christina Pritchett
President
Trustee Area 3

Leticia Garcia
Vice President
Trustee Area 2

Chinua Rhodes
2nd Vice President
Trustee Area 5

Lisa Murawski
Trustee Area 1

Jamee Villa
Trustee Area 4

Darrel Woo
Trustee Area 6

Lavinia Grace Phillips
Trustee Area 7

Liam McGurk
Student Board Member

August 31, 2022

Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834

RE: Response to letter dated August 24, 2022

Mr. Smith,

This letter confirms receipt of your letter dated August 24, 2022, requesting a change in scope to services provide by Vanir Construction Management to Sacramento City Unified School District.

The districts accepts your request for reduction of service from your contract dated March 22, 2022, eliminating Kit Carsen HVAC project scope from this contract. The contract will be amended and billings for this project through completion of "pre-construction" will be accepted. No other changes to your project scope as part of this contract will be changed.

This letter, to serve as an amendment to your contract, will be sent to the board for action on, or about, October 6, 2022.

Thank you,

Chris Ralston
Director III, Facilities Managemnt

Cc: Rose Ramos, Chief Business & Operations Official
Brendin Swansen, Facilities Project Manager III

Enc.



Vanir Construction Management, Inc.
4540 Duckhorn Drive, Suite 300
Sacramento, CA 95834
T 916-575-8888
F 916-575-8887
vanir.com

August 24, 2022

Sacramento City Unified School District
Attn: Chris Ralston
5735 47th Avenue
Sacramento, CA 95824

Subject: SCUSD-Vanir Construction Management, Inc. Agreement, dated March 22, 2022

RE: Kit Carson HVAC Replacement Project

Dear Chris,

Thank you for meeting with Vanir today. Per the discussion today, and in the mutual best interest of both the District and Vanir, Vanir is requesting a reduction in the scope of services to be provided under the Agreement for one (1) of the HVAC projects: Kit Carson. This professional CM Services scope reduction is limited to Kit Carson and does not apply to the five (5) other HVAC projects.

Specifically, and only for Kit Carson, effective at the issuance of the NTP to the General Contractor, anticipated in mid-September, but no later than October 1, 2022, Vanir would not be required to provide the professional services listed in Exhibit 'A', specifically 6. Construction Phase, 7. Project Completion, 8. Final Documents, 9. Warranty, and 10. Project Closeout.

Please contact me with any questions at james.smith@vanir.com or 225-326-5028.

Thank you,

A handwritten signature in blue ink, appearing to read 'James E. Smith', with a long horizontal flourish extending to the right.

James E. Smith
President

CC: Jerry Avalos
Kurt Weidmann



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1b

Meeting Date: October 6, 2022

Subject: Approve Personnel Transactions

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:

1. Certificated Personnel Transactions Dated October 6, 2022
2. Classified Personnel Transactions Dated October 6, 2022

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Ed.D Chief Human Resources Officer

Approved by: Jorge A Aguilar, Superintendent

Attachment 1: CERTIFICATED 10/6/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
AGUILAR	YASMINE	B	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	9/16/2022	6/30/2023	EMPLOY PROB 9/16/22
AGUILAR MERINO	VANESSA	B	Teacher, Elementary	BG CHACON ACADEMY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
AHMAD	TAMKINAT	0	Teacher, Middle School	WILL C. WOOD MIDDLE SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
ALDAMA	ADAM	0	Teacher, High School	ROSEMONT HIGH SCHOOL	9/6/2022	6/30/2023	EMPLOY PROB 9/6/22
AUSTIN	JOHN	B	Teacher, Resource, Special Ed.	O. W. ERLEWINE ELEMENTARY	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
BINGHAM	JOYCELYN	B	Teacher, Resource, Special Ed.	PETER BURNETT ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
CARRILLO	MARISOL	0	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
CHANG	JUDY	B	Teacher, Elementary	EARL WARREN ELEMENTARY SCHOOL	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
CHANG	KEVIN	0	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
CRANE	ELIJAH	0	Teacher, Spec Ed	WILL C. WOOD MIDDLE SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
DAVIS	BREEZE	B	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
DE LEON	SANDRA	B	Teacher, Middle School	WILL C. WOOD MIDDLE SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
DEWALD	JENNIFER	B	Teacher, Elementary Spec Subj	PHOEBE A HEARST BASIC ELEM.	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
EDWARDS	BRIENNA	B	Teacher, Elementary	ISADOR COHEN ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
ENGEL	BRADLEY	B	Teacher, Resource, Special Ed.	ETHEL I. BAKER ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
FAHLEN	TIMOTHY	B	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
GARCIA	MICHAEL	A	Counselor, High School	HEALTH PROFESSIONS HIGH SCHOOL	8/16/2022	6/30/2023	EMPLOY PROB 8/16/22
GIORDANO	LISA-MARIE	0	Teacher, Elementary	A. M. WINN - K-8	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
GOMEZ	LILYANN	B	Teacher, Elementary	ETHEL PHILLIPS ELEMENTARY	9/6/2022	6/30/2023	EMPLOY PROB 9/6/22
GRANADOS-MARTINEZ	ANA	0	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
GRIGGS	JEREMY	0	Teacher, Elementary	ETHEL I. BAKER ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
GUMS	KENDALL	0	Teacher, Resource, Special Ed.	SAM BRANNAN MIDDLE SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
HAYS	VYCTORYA	B	Teacher, Elementary	TAHOE ELEMENTARY SCHOOL	9/12/2022	6/30/2023	EMPLOY PROB 9/12/22
HENDRIX	AVELA	B	Teacher, Spec Ed	DAVID LUBIN ELEMENTARY SCHOOL	9/14/2022	6/30/2023	EMPLOY PROB 9/14/22
HERNANDEZ	ANGELA	B	School Psychologist	SPECIAL EDUCATION DEPARTMENT	8/17/2022	6/30/2023	EMPLOY PROB0 8/17/22
HUTCHISON	JESSE	B	Teacher, High School	WEST CAMPUS	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
JACKSON	DONNI	A	Teacher, High School	GEO WASHINGTON CARVER	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
JOHNSON	KYLE	B	Teacher, High School	HEALTH PROFESSIONS HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
KEYT	RACHEL	B	Teacher, Elementary	OAK RIDGE ELEMENTARY SCHOOL	9/14/2022	6/30/2023	EMPLOY PROB 9/14/22
KIM	JASMIN	B	Teacher, Elementary	CALEB GREENWOOD ELEMENTARY	9/6/2022	6/30/2023	EMPLOY PROB 9/6/22
KIM	MINNIE	B	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/25/2022	6/30/2023	REEMPLOY PROB 8/25/22
KISS	MARIA CECILIA	B	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
KONOPLISKY	MIRANDA	B	Teacher, High School	CAREER & TECHNICAL PREPARATION	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
KONOPLISKY	MIRANDA	B	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
LAKE	TAYLOR	B	Teacher, High School	GEO WASHINGTON CARVER	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
LOSOYA	DEMETRE	B	Teacher, Elementary Spec Subj	DAVID LUBIN ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
LOSOYA	DEMETRE	B	Teacher, Elementary Spec Subj	FATHER K.B. KENNY - K-8	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
MARCHESANI	ANDREW	0	Teacher, High School	ROSEMONT HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
MENDOZA	VICTOR	B	Teacher, Elementary	LEATAATA FLOYD ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
MEYERS	CAROLINE	B	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
MILLAN	DA'MONIK	B	School Intervention Staff Asst	KIT CARSON INTL ACADEMY	9/1/2022	6/30/2023	EMPLOY PROB EFF 9/1/22
NAM	JEFFREY	0	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	9/12/2022	6/30/2023	EMPLOY PROB EFF 9/12/22
NGUYEN	AN	B	Teacher, Elementary	JOHN D SLOAT BASIC ELEMENTARY	9/6/2022	6/30/2023	EMPLOY PROB 9/6/22
NICHOLSON	MYLZE	A	Teacher, Resource, Special Ed.	ROSEMONT HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
OLSON	ALICE	A	Teacher, High School	ROSEMONT HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB EFF 9/1/22
PEREZ	REBBECCA	B	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
PINKERTON	SARAH	B	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	9/1/2022	6/30/2023	REEMPLOY PROB 9/1/22
ROSS	LATASHA	B	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	9/12/2022	6/30/2023	EMPLOY PROB 9/12/22
RUIZ	CRYSTAL	0	Teacher, Elementary	WILLIAM LAND ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SAECHIN	RYAN	0	Teacher, Elementary	ABRAHAM LINCOLN ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SAEPHANH	KOY	B	Teacher, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SHEPARD	HERMAN	B	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
SILVEY	CARMEN	0	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SIEGFRIED	DARLENE	B	Teacher, Spec Ed	PARKWAY ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SKINNER	MATTHEW	0	Teacher, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SLYE	CHARLES	B	Teacher, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SMITH	ZAC	B	Teacher, High School	GEO WASHINGTON CARVER	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SMITH	HUNTER	B	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SOLIS	CHRISTOPHER	B	Teacher, Elementary Spec Subj	MARK TWAIN ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SOLIS	CHRISTOPHER	B	Teacher, Elementary Spec Subj	PARKWAY ELEMENTARY SCHOOL	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SPERRY	SHANNA	A	Teacher, Resource, Special Ed.	LEONARDO da VINCI ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
SYED	HAARIS	A	Teacher, Elementary	A. M. WINN - K-8	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
THAO	JEAN	B	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
VANG	XALEE	A	Teacher, Elementary Spec Subj	ABRAHAM LINCOLN ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
VANG	XALEE	A	Teacher, Elementary Spec Subj	SUSAN B. ANTHONY ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22
VINGAN	RAHDIKAJOY	O	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	9/8/2022	6/30/2023	EMPLOY PROB 9/8/22
VO	KHONESAVAN	A	Teacher, Elementary	MARK TWAIN ELEMENTARY SCHOOL	8/29/2022	6/30/2023	REEMPLOY 39MO 8/29/22
XIONG	VICKIE	B	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	8/25/2022	6/30/2023	EMPLOY PROB 8/25/22

LEAVES

ABIMBOLA	SAMANTHA	A	Teacher, Elementary	WASHINGTON ELEMENTARY SCHOOL	8/29/2022	9/19/2022	LOA (PD) 8/29-9/19/22
ABIMBOLA	SAMANTHA	A	Teacher, Elementary	WASHINGTON ELEMENTARY SCHOOL	9/20/2022	12/16/2022	LOA (PD) FMLA/CFRA 9/20-12/16/22
MEEKS	MALIKA	A	Teacher, Elementary	MATSUYAMA ELEMENTARY SCHOOL	9/24/2022	1/9/2023	LOA (PD) FMLA/CFRA 9/24-1/9/23
MOUA	XUE	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	9/6/2022	11/2/2022	LOA (PD) 9/6-11/2/22
OCAMPO-AGUILAR	RAQUEL	A	Counselor, High School	HIRAM W. JOHNSON HIGH SCHOOL	10/1/2022	10/14/2022	EXT LOA (PD) FMLA/CFRA 10/1-10/14/22
OCAMPO-AGUILAR	RAQUEL	A	Counselor, High School	HIRAM W. JOHNSON HIGH SCHOOL	10/15/2022	6/30/2023	LOA (PD) RTN FMLA/CFRA10/15/22
PEREZ	ALEJANDRA	A	Teacher, Elementary Spec Subj	CESAR CHAVEZ INTERMEDIATE	8/29/2022	10/24/2022	LOA(PD) 8/29-10/24/22
REYNA	MARIE	A	Teacher, Elementary	WASHINGTON ELEMENTARY SCHOOL	9/8/2022	12/9/2022	LOA (PD) FMLA/CFRA 9/8-12/9/22
VO	CINDY	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	10/10/2022	10/26/2022	LOA (PD) FMLA/CFRA 10/10-10/26/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
RE-ASSIGN/STATUS CHANGE							
ALLEN	ROBERT	A	Teacher, Elementary Spec Subj	EDWARD KEMBLE ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
ALLEN	ROBERT	A	Teacher, Elementary Spec Subj	GOLDEN EMPIRE ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
ANDLOVEC	CHRISTY	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
BRANGACCIO	MARLA	C	Teacher, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
BROWN	MATTHEW	A	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2022	6/30/2023	REA 7/1/22
CALLMAN	MATTHEW	B	Director III, MTSS	CURRICULUM & PROF DEVELOP	9/1/2022	6/30/2023	REA 7/1/22
CAMPBELL	DIANA	A	Teacher, K-8	ROSA PARKS MIDDLE SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
DEHR	REBECCA	A	Teacher, Elementary	MARTIN L. KING JR ELEMENTARY	7/1/2022	6/30/2023	REA 7/1/22
DETERAGE	SANDEEP	A	Teacher, Resource, Special Ed.	ELDER CREEK ELEMENTARY SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
DRUCKER	KATHERINE	C	Teacher, Resource, Special Ed.	ALICE BIRNEY WALDORF - K-8	6/1/2022	6/30/2022	STCHG 6/1/22
FASSIOTTO	LEIGH-ANN	A	Teacher, K-8	GENEVIEVE DIDION ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
FERRARA JONES	JULIE	A	Teacher, Elementary Spec Subj	LEONARDO da VINCI ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
FLORES	MARLAYNA	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	7/1/2022	6/30/2023	REA 7/1/22
FRANCO	LINDA	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
GARLAND	ELIZABETH	A	Teacher, Elementary	O. W. ERLEWINE ELEMENTARY	7/1/2022	6/30/2023	REA 7/1/22
GONZALES	SUZANNE	A	Teacher, Elementary	ISADOR COHEN ELEMENTARY SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
GREEN	AUSTIN		Teacher, Elementary Spec Subj	H.W. HARKNESS ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
GREEN	AUSTIN		Teacher, Elementary Spec Subj	NICHOLAS ELEMENTARY SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
HARRIS	KAYLA	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
HO	CHELSEA	A	Teacher, Elementary	EARL WARREN ELEMENTARY SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
KLEIN	TERUKO	A	Teacher, Middle School	SUCCESS ACADEMY	7/1/2022	6/30/2023	REA 7/1/22
KRENN	SAMANTHA	A	Teacher, Resource, Special Ed.	WOODBINE ELEMENTARY SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
LIOW	JOE	A	Teacher, Middle School	WILL C. WOOD MIDDLE SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
LYLES	MARIA	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
MANGUM	LINDA	A	Teacher, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
MARRIOTT	RACHEL	A	Teacher, Elementary Spec Subj	ABRAHAM LINCOLN ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
MENDOZA	AMY	A	Resource Teacher, GATE	GIFTED AND TALENTED EDUCATION	7/1/2022	6/30/2023	STCHG 7/1/22
MORELLI	CHRISTINE	A	Teacher, Spec Ed	SAM BRANNAN MIDDLE SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
OTTERSON	DIANA	A	Teacher, Resource, Special Ed.	THE MET	7/1/2022	6/30/2023	REA 7/1/22
PEREZ ALVAREZ	NATALIE	C	Teacher, Elementary	BG CHACON ACADEMY	7/1/2022	6/30/2023	STCHG 7/1/22
PERRY	SAMANTHA	A	Teacher, Resource, Special Ed.	JAMES W MARSHALL ELEMENTARY	7/1/2022	6/30/2023	REA 7/1/22
RAMIREZ	ANAISSA	A	Teacher, Elementary	ETHEL I. BAKER ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
REED	ERIN	B	Counselor, High School	JOHN F. KENNEDY HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
ROBERSON	ANDREW	C	Teacher, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	6/30/2023	STCHG 7/1/22
ROBINSON	JOSALYN	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	7/1/2022	6/30/2023	REA 7/1/22
RYAN	KELLY	B	Principal, Elementary School	CAROLINE WENZEL ELEMENTARY	9/9/2022	6/30/2023	REA 9/9/22
SAWUSCH	KIMBERLY	A	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
SMITHERS	SANDREA	B	Teacher, Elementary	SUSAN B. ANTHONY ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
TIPON	MICHAEL	B	Teacher, Resource	JOHN BIDWELL ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
TRAM	JENNY	A	Teacher, Resource, Special Ed.	JOHN D SLOAT BASIC ELEMENTARY	7/1/2022	6/30/2023	STCHG 7/1/22
VILLANUEVA	ELIZABETH	B	Cord II, Multilingual Literacy	MULTILINGUAL EDUCATION DEPT.	8/29/2022	6/30/2023	REA/STCHG 8/29/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
WHITEHEAD	SANDRA	A	Teacher, High School	WEST CAMPUS	7/1/2022	6/30/2023	STCHG 7/1/22
XIONG	KELLY	A	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	7/1/2022	6/30/2023	REA 7/1/22

SEPARATE / RESIGN / RETIRE

ALDAMA	ADAM	B	Inst Aid, Spec Ed	ROSEMONT HIGH SCHOOL	7/1/2022	9/5/2022	SEP/RESIGN 9/5/22
BARTON	EDGAR	A	Inst Aid, Spec Ed	HOLLYWOOD PARK ELEMENTARY	7/1/2022	9/1/2022	SEP/RESIGN 9/1/22
CAULK	ANITA	A	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2022	9/1/2022	SEP/RETIRE 9/1/22
CLUFF	KRISTEN	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	7/1/2022	8/2/2022	SEP/RESIGN 8/2/22
DROTTS	LORRIE	A	Teacher, High School	CAPITAL CITY SCHOOL	7/1/2021	6/17/2022	SEP / RESIGN 6/17/22
DYER	MONICA	A	Teacher, Elementary	CROCKER/RIVERSIDE ELEMENTARY	1/1/2022	6/10/2022	SEP/RETIRE 6/10/22
GUMS	KENDALL	A	Inst Aid, Spec Ed	SAM BRANNAN MIDDLE SCHOOL	7/1/2022	8/23/2022	SEP/RESIGN 8/23/22
HENRY	SHANNON	B	Principal, Elementary School	JOHN BIDWELL ELEMENTARY	7/1/2022	9/29/2022	SEP/RESIGN 9/29/22
HUNT	PAMELA	A	Counselor, Middle School	ROSA PARKS MIDDLE SCHOOL	7/1/2022	11/27/2022	SEP/RETIRE 11/27/22
KEFU	TOKEMOANA	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2022	8/15/2022	SEP/RESIGN 8/15/22
LEE	PAUL	A	Lang. Speech & Hearing Speclst	SPECIAL EDUCATION DEPARTMENT	7/1/2022	1/9/2023	SEP/RETIRE 1/9/23
MAUPIN	NICHOLAS	A	Teacher, Resource, Special Ed.	H.W. HARKNESS ELEMENTARY	7/1/2022	8/26/2022	SEP/RETIRE 8/26/22
MILLS	TODD	A	Teacher, High School	ROSEMONT HIGH SCHOOL	7/1/2022	8/11/2022	SEP / RESIGN 8/11/22
MONTEIRO-WILLIAMS	JOAQUIN	B	Inst Aid, Spec Ed	C. K. McCLATCHY HIGH SCHOOL	9/24/2021	6/16/2022	SEP/RESIGN 6/16/22
RAMOS	JESSE	B	Dir II Innovative Schools	CONTINUOUS IMPRVMT & ACNTBLTY	7/1/2022	10/14/2022	SEP/RESIGN 10/14/22
RHODES	ANDREW	C	Teacher, Middle School	KIT CARSON INTL ACADEMY	10/26/2021	6/30/2022	SEP/RESIGN 6/30/22
SLOAT	KATIE	A	Teacher, Elementary	OAK RIDGE ELEMENTARY SCHOOL	7/1/2021	6/30/2022	SEP/RESIGN 6/30/22

TRANSFER

ALVAREZ IBARRA	DANIEL	A	Teacher, High School	THE MET	7/1/2022	6/30/2023	TR 7/1/22
BABBY	PAUL	A	Teacher, Resource, Special Ed.	ROSEMONT HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
BURKE	JASON	A	Teacher, Spec Ed	LUTHER BURBANK HIGH SCHOOL	9/14/2022	6/30/2023	TR 9/14/22
BURTON	MARINDA	A	Teacher, Elementary	CAPITAL CITY SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
CHASKO	JEANNE	B	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	7/1/2022	6/30/2023	TR 7/1/22
CHRISTIANSSEN	AMBER	A	Teacher, Elementary	CALEB GREENWOOD ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
DENT	PATRICIA	0	Teacher, Spec Ed	MARK TWAIN ELEMENTARY SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
DIX	ROGER	A	Teacher, Elementary	CAPITAL CITY SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
DONOVAN	SHERRI	A	Teacher, High School	WEST CAMPUS	7/1/2022	6/30/2023	TR 7/1/22
DRAWDY	BARRETT	A	Teacher, Middle School	KIT CARSON INTL ACADEMY	7/1/2022	6/30/2023	TR 7/1/22
EWING	KRISTINA	A	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
FALLON	MARGO	A	Teacher, Spec Ed	SUTTER MIDDLE SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
FLETCHER	SELICIA	A	Teacher, Resource, Special Ed.	ENGINEERING AND SCIENCES HS	7/1/2022	6/30/2023	TR 7/1/22
FUNG	TIMOTHY	A	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
GEDDES	JOSEPH	A	Teacher, Elementary Spec Subj	JOHN D SLOAT BASIC ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
LOFTON	KRISTI	A	Teacher, K-8	LEONARDO da VINCI ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
LOVE	CHRISTOPHER	A	Teacher, Elementary	O. W. ERLEWINE ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
MCWHORTER	HASAN	A	Teacher, High School	CAPITAL CITY SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
MILLENDENZ	ALANNBERT	A	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2022	6/30/2023	TR 7/1/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
MOUA	NKAOHNOU	A	Teacher, Elementary	SUSAN B. ANTHONY ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
NELSON	CORTNIE	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	7/1/2022	6/30/2023	TR 7/1/22
NGUYEN	THI	0	Teacher, Resource, Special Ed.	ENGINEERING AND SCIENCES HS	8/29/2022	6/30/2023	TR 8/29/22
PECK	BRIAN	A	Teacher, Elementary	CAPITAL CITY SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
RAGA JR	CESAR	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
RICHARDSON	SUSAN	A	Teacher, Elementary Spec Subj	GOLDEN EMPIRE ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
SAETEURN	FEUY	A	Teacher, Elementary	ELDER CREEK ELEMENTARY SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
SANCHEZ	JOANNA	0	Teacher, Resource, Special Ed.	H.W. HARKNESS ELEMENTARY	8/31/2022	6/30/2023	TR 8/31/22
SCHMITT	FRANCOISE	A	Teacher, Elementary	PHOEBE A HEARST BASIC ELEM.	7/1/2022	6/30/2023	TR 7/1/22
SIMES	ALISON	A	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22
SIMONSEN GREENBERG	NICOLE	A	Teacher, High School	ENGINEERING AND SCIENCES HS	7/1/2022	6/30/2023	TR 7/1/22
STANTON	LESLIE	A	Teacher, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	6/30/2023	TR 7/1/22
TERLESKY	KRISTINAMARIE	A	Teacher, Elementary	JOHN CABRILLO ELEMENTARY	7/1/2022	6/30/2023	TR 7/1/22

October 6, 2022

Attachment 2: CLASSIFIED 10/6/2022

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY/ REEMPLOY							
ALEMAN	VERONICA	B	Clerk II	FATHER K.B. KENNY - K-8	9/19/2022	6/30/2023	EMPLOY PROB 9/19/22
ALLEN	JERRY	B	Electrician	FACILITIES MAINTENANCE	9/12/2022	6/30/2023	EMPLOY PROB 9/12/22
ANDRADE MARTINEZ	SILVIA	B	Custodian	HEALTH PROFESSIONS HIGH SCHOOL	9/13/2022	6/30/2023	EMPLOY PROB 9/13/22
BATAD	IMELDA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
BUCK	WILLIAM	B	Campus Monitor	HIRAM W. JOHNSON HIGH SCHOOL	9/19/2022	6/30/2023	EMPLOY PROB 9/1/22
BUENO	MARIE CHRISTIANE		Accounting Specialist	ACCOUNTING SERVICES DEPARTMENT	9/12/2022	6/30/2023	EMPLOY PROB 9/1/22
BUI	HIEN	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
CALDERON	CATALINA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
CONLEY	DANIELLE	B	Noon Duty	PARKWAY ELEMENTARY SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
CONTRERAS	GRICELDA	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
ESCANUELA	CELESTE	B	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
FELIX	RHONDA	B	Inst Aid, Spec Ed	EDWARD KEMBLE ELEMENTARY	9/12/2022	6/30/2023	EMPLOY PROB 9/1/22
FLYNN	MAURA	B	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	9/2/2022	6/30/2023	EMPLOY PROB 9/1/22
GABRIEL	SHENELLE	B	Inst Aid, Spec Ed	JOHN BIDWELL ELEMENTARY	6/13/2022	6/30/2022	EMPLOY PROB 6/13/22
GLASEN	HOLLY	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/12/2022	6/30/2023	EMPLOY PROB 9/12/22
GOMEZ	MARICELA	B	Clerk II	MARK TWAIN ELEMENTARY SCHOOL	9/6/2022	6/30/2023	EMPLOY PROB 9/6/22
GRAY	JENNIFER	B	Inst Aid, Spec Ed	FATHER K.B. KENNY - K-8	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
GUMNS	KYLEE	B	Youth/Family Mntl Hlth Adv	STUDENT SUPPORT&HEALTH SRVCS	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
HARRISON	TAMARA	B	Health Aide	HEALTH SERVICES	9/1/2022	9/13/2022	REEMPL PROB 9/1/22
HETHERTON	MERCIS	B	Noon Duty	HUBERT H BANCROFT ELEMENTARY	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
HOLLOWAY	DONNIKA	B	Campus Monitor	ENGINEERING AND SCIENCES HS	9/1/2022	6/30/2023	REEMPLOY PROB 9/1/22
HUNTER	KRISTEN	B	Clerk II	BRET HARTE ELEMENTARY SCHOOL	8/29/2022	6/30/2023	EMPLOY PROB 8/29/22
JACKSON	SHIRLEY	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/19/2022	6/30/2023	EMPLOY PROB 9/19/22
JIMENEZ	ELIZABETH	B	Campus Monitor	HIRAM W. JOHNSON HIGH SCHOOL	9/8/2022	6/30/2023	EMPLOY PROB 9/8/22
JONES	GERARD	B	Custodian	EDWARD KEMBLE ELEMENTARY	9/9/2022	6/30/2023	EMPLOY PROB 9/9/22
JONES-DAY	MELISSA	B	Instructional Aide	OAK RIDGE ELEMENTARY SCHOOL	9/19/2022	6/30/2023	EMPLOY PROB 9/19/22
LANCIEGO	ROSA	B	Noon Duty	PACIFIC ELEMENTARY SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
MENDEZ	MARICELA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/2/2022	6/30/2023	EMPLOY PROB 9/2/22
PANACEK	MALLORY	B	Instructional Aide	A.WARREN McCLASKEY ADULT	9/19/2022	6/30/2023	EMPLOY PROB 9/19/22
RAMIREZ	ADREENA	B	Inst Aid, Spec Ed	HOLLYWOOD PARK ELEMENTARY	9/15/2022	6/30/2023	REEMPLOY PROB 9/15/22
RAMOS-PEREZ	JOSEFA	B	Health Services Clerk	HEALTH SERVICES	9/19/2022	6/30/2023	EMPLOY PROB 9/19/22
RIVERA-ROBINSON	KEISHA	B	Noon Duty	JOHN CABRILLO ELEMENTARY	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
ROLISON	BENJAMIN	B	Campus Monitor	AMERICAN LEGION HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
SIMS	D'ASIA	B	Inst Aid, Spec Ed	ENGINEERING AND SCIENCES HS	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
SPINELLA	TARA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
URBINA QUINTERO	ALICIA	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	9/1/2022	6/30/2023	EMPLOY PROB 9/1/22
VIRELAS	DEISY	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/19/2022	6/30/2023	EMPLOY PROB 9/19/22
YERENA-ENRIQUEZ	NADIA	B	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/19/2022	6/30/2023	EMPLOY PROB 9/19/22
LEAVES							
CREER JACKSON	PARIS	A	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	9/11/2022	11/19/2022	LOA (PD) 9/11/22-11/19/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
CREER JACKSON	PARIS	A	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	11/20/2022	3/3/2023	LOA (PD) FMLA 11/20/22-3/3/23
DEARY	NANCY	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	10/31/2022	LOA (PD) 9/1/22-10/31/22
GOMEZ	MARLA	A	Campus Monitor	ROSEMONT HIGH SCHOOL	9/14/2022	10/14/2022	LOA (PD) 9/14-10/14/22
GUNNELS	STEFANIE	A	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/1/2022	10/14/2022	LOA (PD) 9/1/22-10/14/22
HILLIARD	DANIELLE	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	7/26/2022	9/26/2022	LOA (PD) 7/26/22-9/26/22
HILLIARD	DANIELLE	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/27/2022	12/30/2022	EXT LOA (PD) 9/27/22-12/30/22
JONES	BRIANA	B	Youth/Family Mntl Hlth Adv	STUDENT SUPPORT&HEALTH SRVCS	8/23/2022	10/24/2022	LOA (PD) 8/23/22-10/24/22
LEWIS	AHISHA	A	Child Dvlp Fclties/Lcnsng Spls	REASSIGNED	9/7/2022	9/26/2022	EXT LOA (PD) FMLA/CFRA 9/7/22-9/26/22
LOPEZ	KAREN	A	Teacher Assistant, Bilingual	PACIFIC ELEMENTARY SCHOOL	9/1/2022	6/16/2023	LOA (UNPD) 9/1/22-6/16/23
PHILLIPS	TARA	A	Nutr Serv Purch and Wrhse Spec	NUTRITION SERVICES DEPARTMENT	9/12/2022	11/30/2022	LOA 9/12/22-11/30/22
TAYLOR	LAVITA	A	Inst Aid, Spec Ed	LEONARDO da VINCI ELEMENTARY	9/6/2022	10/17/2022	LOA (PD) HE 9/6-10/17/22
TAYLOR	LAVITA	A	Inst Aid, Spec Ed	LEONARDO da VINCI ELEMENTARY	10/18/2022	6/30/2023	LOA RTN (PD) 10/18/22

RE-ASSIGN/STATUS CHANGE

AMAYA	LAURA	B	Teacher Assistant, Bilingual	FATHER K.B. KENNY - K-8	9/1/2022	6/30/2023	REA/STCHG 9/1/22
AVAKYAN	SHOGIK	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	6/30/2023	STCHG 9/1/22
CAO	DOUGLAS	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
COLMENARES	MARIA	B	Employee Benefit Tech	RISK MANAGEMENT	9/26/2022	6/30/2023	REA/STCHG 9/26/22
CONRAD	MAX	B	Lead Campus Supervisor	SAFE SCHOOLS OFFICE	8/22/2022	8/31/2022	REA/STCHG 8/22/22
CRISOSTOMO DECAZARES	GRISELDA	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	6/30/2023	STCHG 9/1/22
DANIELS	RODKIA	B	Van Driver	TRANSPORTATION SERVICES	8/30/2022	9/30/2022	STCHG 8/30/22
DARVELL	SAMANTHA	B	Campus Monitor	C. K. McCLATCHY HIGH SCHOOL	9/1/2022	10/31/2022	REA/STCHG 9/1/22
DELAVAN	JOHN	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/6/2022	1/31/2023	STCHG 9/6/22
EVANS III	GEORGE	B	School Plant Ops Mngr I	HOLLYWOOD PARK ELEMENTARY	8/29/2022	8/31/2022	REA/STCHG 8/29/22
FRAGA	MARIA	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/21/2022	6/30/2023	STCHG 9/21/22
GREEN	RACHEL	A	Clerk II	A. M. WINN - K-8	8/30/2022	6/30/2023	STCHG 8/30/22
GREEN	RACHEL	A	Clerk II	A. M. WINN - K-8	8/30/2022	6/30/2023	STCHG 8/30/22
HALPINE	CHUAI	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/20/2022	6/30/2023	STCHG 9/20/22
HOLTON	SCOTT	B	HAZMAT Risk Comp Lead Worker	RISK MANAGEMENT	9/2/2022	6/30/2023	REA/STCHG 9/2/22
KANEMOTO	DOLORES	B	Food Prod Lead Cent Kitchen	NUTRITION SERVICES DEPARTMENT	12/1/2022	6/30/2023	REA/STCHG 12/1/22
KING	KEONNA	B	Noon Duty	CAMELLIA BASIC ELEMENTARY	7/1/2022	10/31/2022	STCHG 7/1/22
LARA	NURIA	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	6/30/2023	STCHG 9/1/22
LEWIS	AHISHA	A	Child Dvlp Fclties/Lcnsng Spls	REASSIGNED	7/1/2022	9/6/2022	REA/STCHG 7/1/22
MADRIGAL REA	MIRNA	B	School Plant Ops Mngr I	ISADOR COHEN ELEMENTARY SCHOOL	8/30/2022	6/30/2023	REA/STCHG 8/30/22
MARTINEZ	ARACELI	B	Inst Aid, Spec Ed	FERN BACON MIDDLE SCHOOL	9/1/2022	6/30/2023	REA/STCHG 9/1/22
MENA	VICTORIA	B	Adm Asst to Chief Bus Officer	BUSINESS SERVICES	8/24/2022	11/30/2022	REA/STCHG 8/24/22
METCALF	SYNDEL	B	School Office Manager II	CALIFORNIA MIDDLE SCHOOL	9/13/2022	11/30/2022	REA 9/13/22
MILES	KAREN	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
MURPHY	JACKIE	A	Bus Driver	TRANSPORTATION SERVICES	9/21/2022	6/30/2023	REA/STCHG 9/21/22
NGUYEN	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
NGUYEN	HUY	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
NGUYEN	MINH TRUNG	B	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	4/30/2023	STCHG 8/30/22
NGUYEN	BINH	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
NUGENT	CATHLIN	A	Bus Driver	TRANSPORTATION SERVICES	9/6/2022	6/30/2023	STCHG 9/6/22
NUGENT	CATHLIN	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	9/5/2022	STCHG 8/30/22
PENA	YOLANDA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
PEREZ-ZURAWSKI	DESTINY	B	Office Tchncn III	NUTRITION SERVICES DEPARTMENT	10/3/2022	6/30/2023	REA/STCHG 10/3/22

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
PETRIE	BECKY	A	Spec Progr & Advanced Learning	ENROLLMENT CENTER	10/3/2022	6/30/2023	REA/STCHG 10/3/22
RAMIREZ	ISRAEL	B	Lead Campus Supervisor	SAFE SCHOOLS OFFICE	8/22/2022	1/31/2023	REA/STCHG 8/22/22
RAMIREZ CUELLAR	YESENIA	B	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
ROSE	ROBBIE	B	Noon Duty	PETER BURNETT ELEMENTARY	9/2/2022	4/30/2023	STCHG 9/2/22
ROUX	MARY GRACE	B	Inst Aid, Spec Ed	JOHN H. STILL - K-8	9/1/2022	6/30/2023	REA/STCHG 9/1/22
SAMUDIO	DIOSCELINA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
SANCHEZ	MARIA	B	Food Service Lead, School Site	NUTRITION SERVICES DEPARTMENT	9/12/2022	6/30/2023	REA/STCHG 9/1/22
SINGH	JASBINDAR	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2022	6/30/2023	REA/STCHG 9/1/22
SMITH	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
SPAGNER	ANGELIA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
TABASI	PARINAZ	B	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
WEEKES	GARRISON	A	Clerk III	EARLY LEARNING & CARE PROGRAMS	9/19/2022	6/30/2023	REA/STCHG 9/19/22
WELCH	REGINA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22
WILSON	RICHARD	B	Facilities Maint Asst Supv	FACILITIES MAINTENANCE	8/29/2022	6/30/2023	REA/STCHG 8/29/22
WITTING	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	6/30/2023	STCHG 8/30/22

SEPARATE / RESIGN / RETIRE

BENJAMIN II	MICHAEL	B	Child Welfare & Attn Liaison	ENROLLMENT CENTER	7/1/2022	8/31/2022	SEP/RESIGN 8/31/22
BRANUM	LISA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	9/1/2022	9/9/2022	SEP/RESIGN 9/9/22
DOE	DESIREE	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2022	9/1/2022	SEP/RESIGN 9/1/22
HADNOT	SHAWN	B	Director II Employee Relations	HUMAN RESOURCE SERVICES	7/1/2022	9/30/2022	SEP/RESIGN 9/30/22
HARRISON	TAMARA	B	Health Aide	HEALTH SERVICES	9/1/2022	9/13/2022	SEP/RESIGNED 9/13/22
LYMAS	GAIL	B	Noon Duty	ABRAHAM LINCOLN ELEMENTARY	7/1/2022	9/1/2022	SEP/RESIGN 9/1/22
NARANJO-DIAZ	EFRAIN	B	Teacher Assistant, Bilingual	ELDER CREEK ELEMENTARY SCHOOL	9/1/2022	9/23/2022	SEP/RESIGN 9/23/22
ORR	JOAN	A	School Community Liaison	GOLDEN EMPIRE ELEMENTARY	7/1/2022	8/4/2022	SEP/RESIGN 8/4/22
RAMIREZ	RICARDO	A	Inst Aid, Spec Ed	EARL WARREN ELEMENTARY SCHOOL	10/1/2021	6/16/2022	SEP/RESIGN 6/16/22
RINCON	ALEXA	A	Asst In-House Legal Counsel	ADMIN-LEGAL COUNSEL	9/1/2022	9/23/2022	SEP/RESIGN, 9/23/22
RODRIGUEZ	LORENA	A	Inst Aid, Spec Ed	SEQUOIA ELEMENTARY SCHOOL	7/1/2022	8/16/2022	SEP/RESIGN 8/16/22
ROGERS	JAKARA	B	Youth/Family Mntl Hlth Adv	STUDENT SUPPORT&HEALTH SRVCS	7/1/2022	9/15/2022	SEP/RESIGN 9/15/22
SANNI	AZIZAT	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	9/9/2022	SEP/RESIGN 9/9/22
SCHOORL	SARA	A	Teacher Assistant, Bilingual	HIRAM W. JOHNSON HIGH SCHOOL	7/1/2022	9/1/2022	SEP/RETIRE 9/1/22
SCHWARTZ	LORI	A	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2022	12/16/2022	SEP/RETIRE 12/16/22
SKIFFINGTON	PATRICK	B	Office Tchncn II	SPECIAL EDUCATION DEPARTMENT	9/12/2022	6/30/2023	SEP/RESIGN 9/13/22

TRANSFER

MILLER	CLAUDIA	A	Inst Aid, Spec Ed	CALEB GREENWOOD ELEMENTARY	7/1/2022	8/31/2022	TR 7/1/22
CERRI	RACHAEL	A	Instructional Aide	ETHEL I. BAKER ELEMENTARY	7/1/2022	12/31/2022	TR 7/1/22



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1c

Meeting Date: October 6, 2022

Subject: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of July 2022 through September 2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Human Resource Services

Recommendation: Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of July 2022 through September 2022.

Background/Rationale: The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or mis-assignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.

Financial Considerations: None

LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Complaint Report – Attachment A-1

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Ed.D Chief Human Resources Officer

Approved by: Jorge A. Aguilar, Superintendent

Sacramento City Unified School District
 Complaint Report
 Submitted to the Superintendent
 Sacramento County Office of Education
 Pursuant to Education Code 35186

July 2022 through September 2022

Number of Complaints	Instructional Material	Facilities	Teacher Vacancy and Misassignment	CAHSEE	Resolved	Unresolved
0	0	0	0	0	0	0
Total: 1						



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1d

Meeting Date: October 13, 2022

Subject: Approve C.K. McClatchy High School Meadows Debate
Tournament Field Trip in Las Vegas, Nevada October 27-30, 2022

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated:)
- Conference/Action
- Action
- Public Hearing

Division: Deputy Superintendent

Recommendation: Approve C.K. McClatchy High School Meadows Debate
Tournament in Las Vegas, Nevada from October 27-October 30, 2022

Background/Rationale: On October 27, 2022, two students, the debate coach, and two chaperones will travel by commercial airline to Las Vegas, Nevada for 3 nights to participate in The Meadows Debate Tournament.

Financial Considerations: There is no cost to the district. Expenses will be paid by the Sacramento Urban Debate League.

LCAP Goal(s): College, Career and Life Ready Graduates

Documents Attached:

1. Out-of-state field trip documents

Estimated Time of Presentation: N/A

Submitted by: Lisa Allen, Deputy Superintendent
Tuan Duong, Assistant Superintendent

Approved by: Jorge A. Aguilar, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student field trip. See below reference distribution section for details concerning each type of trip.

School Name c.k. McClatchy High School Date 09/16/22 / 1
 Teacher's Name Stephen Goldberg Room # D10 Telephone # 916-712-0782
 Fax # _____

Field Trip Destination Las Vegas, NV

- Local-50 mile radius (bus/walking) Local-50 mile radius (driver led trips) Out-of-Town (Beyond 50 mile radius)
 (forward directly to Field Trip Office)
- Overnight Out-of-State/Country Involving Swimming or Wading Unusual Activities

Route Fly from Sacramento to LV, leave on 10/27 at 8:30pm, arrive in Las Vegas at 9:58pm. Take shuttle from airport to Santa Fe Station to the meadows school and back to the Santa Fe Station. Take shuttle from Santa Fe Station back to airport. Return flight leave Las Vegas on 10/30 at 5:59pm, arrive in Sacramento at 7:32pm.

Educational nature of field trip/excursion Debate Tournament

Depart Date 10/27/22 Time 8:30 am/pm Return Date 10/30/22 Time 7:32 am/pm

- TRANSPORTATION will be provided by: Walking School Bus - contact Transportation Field Trip Office
 Charter Bus Company (certified): Yes No - Check with Field Trip Office
 Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver, must have fingerprint clearance (check with Human Resources for fingerprint clearances)
 Public Transportation Train Commercial Airline Other: _____

Funding Source Sacramento Urban Debate League Financial Assistance Available? Yes No

Number of students participating: 2

Adult Chaperones/Drivers: Use additional forms if more than 4 names

- | | | | |
|--------------------------|---|--------------------------------|--|
| | DRIVER | | DRIVER |
| 1) <u>Carrie Buckman</u> | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | 2) <u>Tait White-Rasmusson</u> | <input checked="" type="checkbox"/> yes <input checked="" type="checkbox"/> no |
| 3) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no | 4) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no |

Teachers and Staff Attending: Use additional forms if more than 4 names

- | | | | |
|----------------------------|---|----------|--|
| 1) <u>Stephen Goldberg</u> | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | 2) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no |
| 3) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no | 4) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no |

Principal Approval [Signature] Date 9/20/22

Risk Management Approval (Unusual Activities) [Signature] Date 9/23/22

Instructional Assistant Superintendent Approval [Signature] Date 9/27/22

Distribution: Refer to the Field Trip Information Form RSK 106F for the terms and distribution required for each trip:

- Local Trip (school or charter bus): (50-mile radius) - Submit to Principal for approval. Maintain all documents at site and forward a copy to Instructional Assistant Superintendent for approval.
- Local Trip: (50-mile radius: driver led) - Submit driver led trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
- Local Trip: (walking, RT, Amtrak): Submit walking trips to Principal for approval then forward to Instructional Assistant Superintendent for approval 2 weeks prior to trip.
- Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip.
- Trip Involving Unusual Activities (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Instructional Assistant Superintendent for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Instructional Assistant Superintendent will place field trip item on Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board of Education.
- Approved forms will be returned by Instructional Assistant Superintendent. Maintain a copy of all forms at site for 2 years
- Venue/Destination: Must comply with SCUSD COVID19 Mitigation Guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager [Signature] (Initials)

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name: C.K. McClatchy High School _____ Date: 10/27/22-10/30-22

Teacher's Name: Stephen Goldberg _____ Room # _____ Telephone #: 916-712-0782

Field Trip Destination: Las Vegas, NV

Reason For Travel: Debate tournament at the Meadows School in Las Vegas

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver to Risk Management for review before signing. Attach a detailed itinerary for each day

Signed Stephen Goldberg
Teacher

Approvals:

[Signature] 9/20/22
Principal Date

[Signature] 9/22/22
Risk Management Dept. Date

[Signature] 9/22/22
Segment Administrator Date

[Signature] 9/23/22
Superintendent Date

/ /
Board Approval Date

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Instructions: This form must be completed and received in Accounts Payable at least **30 days** prior to the proposed trip- **60 days** if out-of-state.

REQ # _____

Request to Attend:
 Conference/Workshop
 Business Meeting

Purpose for Attending:
 Professional Development
 Continued Education Credits Earned

School/Department: c.k. mcclatchy high school Date: 09/20/2022

Date(s) of Event: 10/27-30/2022 Location: The Meadows School Las Vegas, NV

Event Title (attach brochure): Meadows Debate Tournament

Purpose*: Tournament

*(what value does this activity give students, attendees, staff, department/site or community?)
 How does this travel align with the District's strategic plan?: College preparedness, increasing communication skills, engaging students

How will this activity/event be used and shared?

Name of Attendee(s) <small>(attach sheet for additional attendees)</small>	Position	Substitute (Y/N)*	No. of Days Required	Budget Code <small>(for substitute)</small>
<u>Stephen Goldberg</u>	<u>debate coach</u>	<input checked="" type="radio"/> No		
<u>Carolyn Buckman</u>	<u>chaperone</u>	<input checked="" type="radio"/> No		
<u>Tait White-Rasmusson</u>	<u>chaperone</u>	<input checked="" type="radio"/> No		
		No		
		No		

Additional Attendees Attached

****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

Approvals:

Principal/Department Head Signature & Print Name: [Signature] Date: 9/20/22

Cabinet Level or Designee Signature: [Signature] Date: 9/22/22

Chief Business Officer Signature: [Signature] Date: 9/22/22

Superintendent or Designee Signature: [Signature] Date: 9/22/22

District cost for all attendees (estimate)

Registration Fee *** \$0

Meals included? B L D

Lodging: \$0

Transportation: \$0

Meals: \$0

Other: \$0

TOTAL \$0

Categorical Budget Code(s): _____ \$ _____

General Fund/Unrestricted _____ \$ _____

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition #	Dollar Amount
Registration Fee	_____
Hotel	_____
Airfare ****	_____
Car Rental ****	_____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1e

Meeting Date: October 6, 2022

Subject: **Approve Consolidated Application (ConApp) 2022-23 Spring Report and LCAP Addendum**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: State and Federal Programs

Recommendation: Approve the Consolidated Application (ConApp) 2022-23 Spring Report and LCAP Addendum.

Background/Rationale: Districts in the State of California are required to submit a Consolidated Application (ConApp) for federally funded programs. The application is completed in multiple parts. The ConApp Spring Report identifies the programs for which the district is requesting funding as well as the public and private, non-profit schools that plan to participate in selected federal programs. The request for funding contains assurances that federal regulations will be followed when utilizing the funds. The ConApp also serves as a system for reporting program and fiscal data to CDE about the utilization of federal program funds. Local school Boards are required to approve the application for funding page. The District English Learner Advisory Committee (DELAC) reviewed and provided input on the ConApp in October. The LCAP Addendum explains the district's strategy for using federal funds to supplement priorities funded with state funds.

Financial Considerations: The report contains requests for Title I, Title II, Title III and Title IV funding for the 2022-23 school year. The District has project a total of \$20,593,970 in Title I funding for the 2022-23 school year.

LCAP Goal(s): College and Career Ready Students; Safe, Clean and Healthy Schools; and Family & Community Engagement

Documents Attached:

1. Consolidated Application (ConApp) 2022-23 Spring Report
2. LCAP Addendum

Estimated Time of Presentation: N/A

Submitted by: Dr. Kelley Odipo, Director, State & Federal Programs

Approved by: Jorge A. Aguilar, Superintendent



Consolidated Application 2022-23 Spring Report

Table of Contents

Fiscal Year 2019-20

Title II, Part A Fiscal Year Expenditure Report, 36 Months

Fiscal Year 2020-21

Title II, Part A Fiscal Year Expenditure Report, 24 Months
Title III English Learner YTD Expenditure Report, 24 Months
Title III Immigrant YTD Expenditure Report, 24 Months

Fiscal Year 2021-22

Title I, Part A Nonprofit Private School Students Served
Title II, Part A Fiscal Year Expenditure Report, 12 Months
Title III English Learner YTD Expenditure Report, 12 Months
Title III English Learner Nonprofit Private School Reimbursement
Homeless Education Policy, Requirements, and Implementation



Consolidated Application 2022-23 Spring Report

Fiscal Year 2022-23

**Protected Prayer Certification
LCAP Federal Addendum Certification
Application for Funding
Nonprofit Private School Consultation
Title III English Learner Student Program Subgrant Budget
Title III Immigrant Student Program Subgrant Budget
Substitute System for Time Accounting**



Consolidated Application 2022-23 Spring Report

Fiscal Year 2019-20

Title II, Part A Fiscal Year Expenditures Report, 36 Months

2019–20 Title II, Part A Fiscal Year Expenditure Report, 36 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2019–20 Title II, Part A allocation	\$1,755,598
Transferred-in amount	\$0
Transferred-out amount	\$0
2019–20 Total allocation	\$1,755,598

Professional Development Expenditures

Professional development for teachers	\$1,607,734
Professional development for administrators	
All other professional development expenditures	

Recruitment, Training, and Retention Expenditures

Recruitment activities	
Training activities	
Retention activities	
All other recruitment, training, and retention expenditures	

Miscellaneous Expenditures

Class size reduction	
Administrative and indirect costs	\$71,590
Equitable services for nonprofit private schools	\$76,274
All other allowable expenditures and encumbrances	
Total expenditures and encumbrances	\$1,755,598
2019–20 Unspent funds	\$0

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



Consolidated Application 2022-23 Spring Report

Fiscal Year 2020-21

Title II, Part A Fiscal Year Expenditure Report, 24 Months

Title III English Learner YTD Expenditure Report, 24 Months

Title III Immigrant YTD Expenditure Report, 24 Months

2020–21 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2020–21 Title II, Part A allocation	\$2,276,901
Transferred-in amount	\$0
Transferred-out amount	\$0
2020–21 Total allocation	\$2,276,901

Professional Development Expenditures

Professional development for teachers	\$1,540,587
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$0
Books and other supplies	\$644
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$288,209
Classified personnel salaries	\$0
Employee benefits	\$165,095
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$148,652
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$83,728
Equitable services for nonprofit private schools	\$49,986
Total expenditures	\$2,276,901
2020–21 Unspent funds	\$0

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020–21 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2022.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

2020–21 Title III EL student program allocation	\$906,188
Transferred-in amount	\$0
2020–21 Total allocation	\$906,188
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$208,291
2000–2999 Classified personnel salaries	\$820
3000–3999 Employee benefits	\$115,180
4000–4999 Books and supplies	\$0
5000–5999 Services and other operating expenditures	\$5,504
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$12,225
Total year-to-date expenditures	\$342,020
2020–21 Unspent funds	\$564,168

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020–21 Title III Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2022.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Authorized Title III Immigrant student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3114(d)(1) shall use the funds to pay for supplemental activities that provide enhanced instructional opportunities for immigrant children and youth.

2020–21 Title III immigrant student program allocation	\$127,482
Transferred-in amount	\$0
2020–21 Total allocation	\$127,482
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$14,862
2000–2999 Classified personnel salaries	\$0
3000–3999 Employee benefits	\$12,651
4000–4999 Books and supplies	\$0
5000–5999 Services and other operating expenditures	\$0
Direct administrative costs (amount should not exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$388
Total year-to-date expenditures	\$27,901
2020–21 Unspent funds	\$99,581

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



Consolidated Application 2022-23 Spring Report

Fiscal Year 2021-22

Title I, Part A Nonprofit Private School Students Served
Title II, Part A Fiscal Year Expenditure Report, 12 Months
Title III English Learner YTD Expenditure Report, 12 Months
Title III English Learner Nonprofit Private School Reimbursement
Homeless Education Policy, Requirements, and Implementation

2021–22 Title I, Part A Nonprofit Private School Students Served

This report collects nonprofit private school eligible students served by grade level (receiving Title I, Part A equitable services).

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
 Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

Students Served Count by Grade

Kindergarten Student Count	0
Grade 1 Student Count	7
Grade 2 Student Count	7
Grade 3 Student Count	7
Grade 4 Student Count	4
Grade 5 Student Count	4
Grade 6 Student Count	4
Grade 7 Student Count	2
Grade 8 Student Count	3
Grade 9 Student Count	4
Grade 10 Student Count	13
Grade 11 Student Count	16
Grade 12 Student Count	11
Students Served Total	82

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2022.

CDE Program Contact:

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636

Lisa Fasset (Program), Professional Learning Support & Monitoring Office, LFasset@cde.ca.gov, 916-323-4963

2021-22 Title II, Part A allocation	\$1,824,081
Transferred-in amount	\$0
Transferred-out amount	\$0
2021-22 Total allocation	\$1,824,081

Professional Development Expenditures

Professional development for teachers	\$0
Professional development for administrators	\$0
Consulting/Professional services	\$0
Induction programs	\$25,181
Books and other supplies	\$0
Dues and membership	\$0
Travel and conferences	\$0

Personnel and Other Authorized Activities

Certificated personnel salaries	\$625,370
Classified personnel salaries	\$0
Employee benefits	\$350,109
Developing or improving an evaluation system	\$0
Recruitment activities	\$0
Retention activities	\$0
Class size reduction	\$0

Program Expenditures

Direct administrative costs	\$0
Indirect costs	\$42,146
Equitable services for nonprofit private schools	\$88,394
Total expenditures	\$1,131,200
2021-22 Unspent funds	\$692,881

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021–22 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2021 through June 30, 2022.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

2021–22 Title III EL student program allocation	\$944,880
Transferred-in amount	\$0
2021–22 Total allocation	\$944,880
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$0
2000–2999 Classified personnel salaries	\$0
3000–3999 Employee benefits	\$0
4000–4999 Books and supplies	\$0
5000–5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total year-to-date expenditures	\$0
2021–22 Unspent funds	\$944,880

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021–22 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection form is to capture the actual number of nonprofit private school English learner students who received Title III English learner services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Total English learner students served	0
---------------------------------------	---

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;
 - b) Includes a dispute resolution process;
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Monica
Homeless liaison last name	McRho
Homeless liaison title	Program Coordinator
Homeless liaison email address (Format: abc@xyz.zyx)	MonicaMc@scusd.edu
Homeless liaison telephone number (Format: 999-999-9999)	916-277-6892
Homeless liaison telephone extension	
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1

Homeless Liaison Training Information

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021–22 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
 Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov, 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	Yes
School counselors	Yes

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment	
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	02/04/2021
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	
Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth	Yes
Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth	Yes
Is the housing questionnaire made available in paper form	Yes
Did your LEA administer the housing questionnaire to all student body during the school year	Yes

Title I, Part A Homeless Expenditures

2021–22 Title I, Part A LEA allocation	\$20,593,483
2021–22 Title I, Part A direct or indirect services to homeless children reservation	\$161,872
Amount of 2021–22 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children	\$153,025

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



Consolidated Application 2022-23 Spring Report

Fiscal Year 2022-23

Protected Prayer Certification
LCAP Federal Addendum Certification
Application for Funding
Nonprofit Private School Consultation
Title III English Learner Student Program Subgrant Budget
Title III Immigrant Student Program Subgrant Budget
Substitute System for Time Accounting

2022–23 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Jorge Aguilar
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	10/06/2022
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	06/24/2021
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Jorge Aguilar
Authorized Representative's Title	Superintendent

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

California Department of Education

Sacramento City Unified (34 67439 0000000)

Consolidated Application

Status: Certified
Saved by: Kelley Odipo
Date: 9/6/2022 12:06 PM

2022–23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Calvary Christian	6999148	53	N				N
Camellia Waldorf	7069230	136	Y	Y	Y	Y1	N
Capital Christian School	6902019	677	Y	Y	Y	Y1	N
Capital Innovations Academy	6150262	29	N				N
Christian Brothers High School	6938047	1127	Y	Y	Y	Y1	N
Courtyard Private School	6922066	120	N				N
Cristo Rey High School	6132963	321	Y	Y	Y	Y1	N
Holy Spirit Parish School	6976393	289	N				N
MVP Diamond Academy	6146195	7	N				N
Riverside School Inc., dba Brookfield School	6976310	183	N				N
Sacred Heart Parish School	6976542	272	N				N
Saint Mary School	6976625	267	N				N
St. Francis Catholic High School	6938252	966	Y	Y	Y	Y1	N
St. Francis of Assisi Elementary School	6976575	306	Y	Y	Y	Y1	N
St. Patrick SUCCEED Academy	6976641	175	Y	Y	Y	Y1	N
St. Robert Catholic School	6976666	217	Y	Y	Y	Y1	N
Yattiy ISEE Christian School, Inc.	6162051	68	N				N

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.10
Estimated English learner student count	8,040
Estimated English learner student program allocation	\$1,005,804

Note: \$10,000 minimum program eligibility criteria

If the local educational agency’s estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$385,000
Program and other authorized activities	\$10,000
English Proficiency and Academic Achievement	\$530,000
Parent, family, and community engagement	\$26,488
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$20,116
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$34,200
Total budget	\$1,005,804

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Title III Immigrant Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$150.85
Estimated immigrant student count	936
Estimated immigrant student program allocation	\$141,196

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$133,571
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$2,824
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$4,801
Total budget	\$141,196

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2022–23 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	There are no known deficiencies.

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

LEA name:

Sacramento City Unified School District

CDS code:

34 67439 0000000

Link to the LCAP:

(optional)

<https://www.scusd.edu/draft-lcap-19-20>

For which ESSA programs will your LEA apply?

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

*(NOTE: This list only includes ESSA
programs with LEA plan requirements;
not all ESSA programs.)*

TITLE I, PART A

TITLE II, PART A

TITLE III, PART A

TITLE IV, PART A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The SCUSD reviews and analyzes data to determine the percentage of students meeting and not meeting grade level standards. Data is also utilized to monitor the district's progress toward our LCAP goals and to ensure the academic achievement of our students. Funds are allocated based on the needs of our schools, community and students. Federal funds are used to supplement the overall goals found in the LCAP.

In general, Title I funds are utilized to supplement funds used to support students in meeting challenging academic standards. All schools receiving Title I funds are Schoolwide programs in SCUSD. A comprehensive need assessment that is based on State and local data is utilized to determine the appropriate use of Title I funds. The needs assessment is included in SCUSD's process for the Cycles of Continuous Improvement.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The SCUSD will use federal funds to supplement LCAP goals and priorities funded with state funds. Activities funded with Title I are based on the needs of our students, school sites and community. The following are supplemental services that will be offered in an effort to support students in meeting challenging academic standards:

- Intervention services to students identified as low performing or at risk of failing.
- Professional learning opportunities to support teachers with standards implementation and ELD instruction.

- Designated teacher collaborative time focused on standards, lesson design, examination of student work and address implications for teaching.
- Parent engagement opportunities to strengthen partnerships between parents, school and District.
- Multi-tiered Systems of Support
- Student Support Center
- Parent Resources Centers

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (<i>as applicable</i>)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 (<i>as applicable</i>)

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 (<i>as applicable</i>)

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (<i>as applicable</i>)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In order to identify disparities that result in low-income and minority students being taught at higher rates than other students by ineffective/misassigned, inexperienced, or out-of-field teachers we conducted a local equity gap analysis as described by CDE's LCAP Addendum guidance. Below are the findings from the local equity gap analysis.

- Elementary schools with low-income student enrollment less than the elementary school minority student enrollment average have lower percentage of inexperienced teachers.
- The two K-8 schools with low-income student enrollment percentages that are higher than the district also have two of the lowest percentages of inexperienced teachers.
- There is no clear pattern of inexperienced teacher distribution relative to low-income student enrollment in our middle schools. The only exception is one school that has the highest low-income student enrollment and the highest percentage of inexperienced teachers.
- 3 schools with low-income student enrollment percentages lower than the district average have a higher percentage of inexperienced teachers than the district average. 4 schools with low-income student enrollment percentages greater than the district average have lower percentage of inexperienced teachers.
- Of the 14 schools with minority student enrollment less than the district average, 11 schools had lower percentage of inexperienced teachers than the district average. Of the 17 elementary schools with 95% of greater minority student enrollment, 2 schools had no inexperienced teacher and 5 schools had the highest percentage of inexperience teachers.
- 2 of the three K-8 schools and 3 of the 4 middle schools with minority student enrollment lower than the district average had the lowest inexperienced teacher percentages. Most of the other K-8 schools with above district average enrollment of minority students have similar percentage of inexperienced teachers.

- Most high schools with minority student enrollment above the district average had lower percentage of inexperienced teachers than the district average.
- More elementary schools with low-income student enrollment less than the district low-income student enrollment average percentage (73.0%) have lower percentage of ineffective teachers. More schools with enrollment of 90% or more low-income students have higher percentage of ineffective teachers.
- Schools with lower percentage of low-income students had lower percentage ineffective teachers. 2 of the schools with the lowest percentage of low-income student enrollment had no ineffective/misassigned teacher.
- 2 high schools with low-income student enrollment greater than the district average had ineffective/misassigned teacher percentages greater than the district average.
- Of the 14 elementary schools with minority student enrollment less than the district average, ten schools had no ineffective/misassigned teacher.
- Except two schools, one with less minority student enrollment less than the district average and one more than the district average, most schools had one or fewer ineffective/misassigned teachers.
- There are very few out-of-field teachers in the school district to make a valid conclusion about the relationship between out-of-field teacher distribution and low-income and minority student enrollment. However, one K-8 schools had three of the four-out-field teachers.

A major method we have for providing extra support to ineffective teachers, out-of-field teachers and inexperienced teachers is through our content specific training specialists. SCUSD employs eleven math-training specialists, nine ELA/ELD training specialists, 2 science training specialists, and four social emotional learning training specialists. Training specialists assist classroom teachers with lesson design and formative assessment practices, and help improve teaching by modeling lessons, co-teaching, observing instruction and providing coaching and feedback. The biggest source of funding for our training specialists is Title 1, and Title 1 funded training specialists work exclusively in Title 1 designated schools, as supplemental assistance to teachers. Our ELA/ELD training specialists are also funded by Title 3, so they can give supplemental assistance to all teachers of EL students. These positions are included in the LCAP as well as the annual stakeholder engagement process for input and feedback.

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD Family and Community Empowerment (FACE) offers school site training to members of each School Site Council. Training covers School Site Council (SSC) responsibilities; school site finding and linking expenditures to student achievement data; the Single Plan for Student Achievement (SPS); compositions and election of School Site Council; SSC roles and running an effective meeting and SCUSD, CDE School Site Council reporting requirements.

SCUSD has eleven schools eligible for Comprehensive Support and Improvement (CSI). The LEA hosts ongoing CSI/ATSI district level meetings for principals to receive technical assistance in creating their improvement plans as well as guidance on how to engage stakeholders in the plan

development process. SCUSD requires that all current as well as planned stakeholder meeting date be included in the SPSA.

In the Spring of 2018, the State and Federal Department and the Family and Community Empowerment (FACE) Department presented the existing parent engagement policy to SCUSD parents involved in a variety of district and school site parent groups and committees including: the LCAP Parent Advisory Council; the Community Advisory Council; the District English Learner Advisory Committee and Parent Leadership Pathway workshop participants. Translation of materials and during meetings was provided in all represented languages. Parent participants were given an opportunity through these meetings to provide input to a revised Parent Engagement policy which was approved by the SCUSD Board of Education and included as part of the 2018-19 Parent Handbook, which is distributed to all families at the beginning of the school year.

The FACE Department, with input from SCUSD parents, developed and implemented the Parent Leadership Pathways Program. This workshop series was created to provide parents with the knowledge and tools that they need to become equal partners in decisions affecting both their child's education and district funding priorities. All classes are taught in the representative languages of the parent participants and free childcare is also provided to eliminate any challenges. Each weekly class is 2 hours in length and, in total, parents receive 65 hours of training throughout the school year. Topics include: District Structure and Tools; Common Core Standards; Understanding Report Cards; Data Analysis; Building Home-School Communication; Attendance and Academic Achievement etc. Parent participants in the Parents Leadership Pathways classes are introduced to social media and safe use for students and taught how to use Infinite Campus to monitor their child's assignments and progress.

The FACE Department provides training and technical assistance to school sites in developing effective parent engagement strategies and activities.

While the FACE Department does not currently integrate with public pre-school programs, FACE does assist school sites in creating parent developed and led Parent Resource Centers upon request.

The FACE Department has established strong connections with all SCUSD departments. SCUSD departments send their parent presentations to FACE for review and input, so that language is accessible and "parent friendly". All parent materials are translated into represented languages by the SCUSD Matriculation and Orientation Department. For certain presentations and surveys, FACE staff walk parents through the materials verbally to ensure understanding where there are literacy challenges.

The FACE Department provides ongoing support to all district parent advisory committees including: Community Advisory Committee (Special Education); District English Learner Advisory Committee; PTA/PTO; and LCAP Parent Advisory Committee. In addition, FACE conducts workshop for parents on creating an action plan and implementing family engagement activities at their school sites.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living

in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

In general, Title I funds are utilized to supplement funds used to support students in meeting challenging academic standards. All schools receiving Title I funds are Schoolwide programs in SCUSD. A comprehensive need assessment that is based on State and local data is utilized to determine the appropriate use of Title I funds. The needs assessment is included in SCUSD's process for the Cycles of Continuous Improvement. This process includes the following elements:

- Analyzing data from the California Dashboard and local assessments
- Identification of a problem of practice
- Identifying a root cause to resolve the problem of practice
- Identifying evidence-based highest priority actions/strategies to impact student outcomes
- Operationalizing the identified actions/strategies in the SPSA
- Identifying measurable outcomes as a means to evaluate progress toward accomplishing the goal.

It is important to differentiate support for our students. As a result, SCUSD's expectation is that all school plans identify the gaps in performance across student groups, allowing for the narrowing of gaps and to accelerate academic performance. Strategies include:

- Opportunities for low performing students to meet academic standards, such as, before and after school tutoring services, extended day/school year, credit recovery and other evidence based intervention programs.
- Strategies to meet the needs of all students in the school with a specific focus on the lowest achieving students and student groups who are at risk of not meeting grade level proficiency. These strategies may include counseling, additional teacher PD, parent engagement opportunities and supplemental curricular materials.
- Ongoing parent involvement opportunities;
- Ongoing teacher PD during the schools year and summer
- MTSS

All school site plans are:

- Developed in collaboration with stakeholder groups
- Based on the needs of students and analysis of the prior year's goals and strategies.
- Reviewed by the district twice a year for Title I allowability, the use of effective evidence-based strategies and effective analysis of student outcomes.
- Developed to ensure effective and timely interventions to students and student groups who are identified as low performing
- Written in language that all stakeholder can understand

In addition, SCUSD provides several programs that support our most vulnerable students, including Foster Youth Services, the district-wide Connect Center, and Student Support Centers. Foster Youth Services (FYS) is a group of school professionals that are experts in the educational and social service systems. Established in 1973, the FYS program is designed to serve the unique educational, social and emotional needs of children in foster care by building assets to support resilience and success. Foster Youth Services supported 200+ students during the 2017-2018 school year through a variety of services including school placement/re-entry meetings, case management, academic

counseling, college and career readiness, tutoring, mentoring, school site support, school site meetings (SST, IEP, 504), Child Family Team Meetings and county child welfare meetings. Foster Youth Services also provides supports for students who have been victims of or are at-risk of commercial sexual exploitation and services for tobacco and other substance use prevention and education. They provide support which includes academic support in the form of the following: making sure students are in the right classes; working with school counselors to change classes when needed; providing support in the classroom. We also provide tutoring. We have a tutoring contract with an outside agency that can provide small group tutoring afterschool for all eligible students.

Commercial Sexual Exploitation of Children (CSEC):

Students who have been victims of Commercial Sexual Exploitation (CSE) face additional challenges in the school setting. Our work is informed by survivor and youth voice with the goal of providing prevention and intervention services so that no student falls through the cracks. Using trauma informed practices, all at-risk or identified CSEC students within SCUSD have access to the following supports:

- Advocacy
- Case Management
- Crisis Assessment
- Mentoring
- Peer Mentoring
- Referrals to community providers
- Safety Planning
- School-based support services - School Re-Entry Support
- Small Group Sessions
- Training

Student Support Centers and the Connect Center:

SSHS operates 28 Student Support Centers (SSCs) at schools throughout the district to provide support to students who are struggling socially, emotionally, behaviorally and/or academically. At each center, a coordinator works closely with school staff to identify students in need of assistance. Once identified, staff assess both the student and family's needs and strengths, employing available assets in planning interventions. Social workers, interns, and community partners work collaboratively with students and their families to address issues that are of concern to them, drawing on other resources for additional support.

The Connect Center is a centralized Student Support Center that serves as a "gateway" to critical supports for students and families whose schools do not offer an SSC. This central hub is designed to increase coordination of services by providing a single, easily identifiable point of access and assistance to address the social, emotional, and health needs of all students. The Connect Center also houses the district's LGBTQ support programs, and serves as a gateway to health insurance enrollment for all SCUSD students.

LGBTQ Support Services provides mentoring support to individual students and their families, technical assistance to school-site Gender & Sexualities Alliance (GSA) Clubs; facilitates the LGBTQ Task Force, comprised of staff, students, parents, and community members; plans and facilitates the student conference "Be Brave Be You," and a bi-annual professional development opportunity for staff and community members entitled "No Time to Lose."

Health Insurance Enrollment is provided onsite in partnership with Sacramento Covered on Tuesdays at the Connect Center, and Thursdays during Immunization Clinic hours.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

In coordination with services provided under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 et seq.), SCUSD provides services for homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support 1) Enrollment: Identification of homeless students; enrollment support services for parents and students; direct referrals and coordination with the Enrollment Center; continuation in school of origin; immediate enrollment; records retrieval; referrals to immunization clinics & other local services; collaboration with shelters and community agencies; information dissemination in SCUSD and community agencies; dispute resolution related to school selection/placement; other related services; 2) Attendance: Outreach services to parent/students to promote attendance and reduce chronic absenteeism; coordination with schools, parents, and students on attendance issues; transportation to school of origin; 3) Success of homeless children and youths: Access and referrals to Title 1 services and other state and federal programs; coordination with schools and district offices to ensure students are receiving comparable services and services for which they are eligible; coordination with schools, parents, and students to address attendance, academic, and behavior issues; outreach services and referrals for basic needs and community resources; school and hygiene supplies; and other education support services. 4) A new early warning system (EIS - Early Identification and Intervention System) is being utilized by school sites to identify students who are off-track or at-risk in attendance, behavior and course performance (ABCs). By providing interventions to students/families experiencing homelessness who are also struggling with attendance, behavior and/or course performance, we can help mitigate the impact to school performance.

Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and

- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Over the last year middle school and high school Counselors have diligently worked on providing services to students that would ease the transition from middle to high school and from high school to which ever post-secondary path students decided to take.

In the 7th grade, Counselors have developed a series of modules that are designed to support students navigate middle school by empowering students to leverage and access their resources, understand the concept of credits, understand the importance of grades, understand a different grading structure ie., quarters vs. semesters, and the importance of getting engaged, getting involved in clubs etc. In the spring 7th grade students take a career interest inventory using the CCGI platform and begin exploring their personal interests, careers, universities, and end the year by learning what the different systems of higher education are in the state of California.

In the 8th grade, students are introduced to the different high school specialty programs in the district and are encouraged to apply, leveraging the results from their career interest inventory. The idea is that students will apply to high schools that will either support their post high school goals or allow them to learn about programs that are of interest to them and will guide them towards the development of post high school goals. It is through this process where students learn about the different pathways at the high schools, some of which include dual enrollment courses. Enrollment in a pathway is not the only option for taking community college courses, students have the opportunity to take community college courses via the Advanced Education Program which is hosted by all of the Los Rios Community Colleges. The 8th grade students end the year by selecting courses for high school and middle school counselors walk them through once again the differences between grading structures in middle and high school, the importance of GPA, and the implications of not taking A-G courses. During the last session students engage in process of developing SMART goals to ensure their success in the 9th grade. Middle School Counselors utilize growth mindset strategies during this collaborative small group activity.

In grades 9th-12th High School Counselors continue with the implementation of modules designed to support students in the areas of time/task management, success in school, researching careers, understanding financial aid, applying for scholarships, and ultimately solidifying a college list in preparation for the college application cycle which begins in October of their 12th grade year. All seniors receive assistance submitting their CCC, CSU, UC, or private college application. They are invited to attend information sessions about different systems of higher education and financial aid. They also receive hands on support submitting their FAFSA application as we understand this is a critical component in the matriculation process.

In reference to collaborative efforts with partners, over the last year we have hosted a couple of meetings where we have shared with our college access partners our vision as a district and shared our interest to strengthen our working relationship. During the last meeting we were able to

map what services were provided by grade level from all respective programs. This allowed a very healthy conversation about how to expand services without incurring additional costs and really leverage each other's resources. This also allowed us to identify areas where we could certainly increase efficiencies and eliminate any duplication of services. We have agreed to meet quarterly to further identify areas of potential collaboration as all parties felt the time was well spent.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement

THIS ESSA PROVISION IS ADDRESSED BELOW:

- (a) SCUSD conducts universal screening to identify students across the district in grades 1 and 3 for eligibility for GATE services. Currently the district serves approximately 5000 students who have been GATE identified. Approximately 76 teachers have participated in and received GATE certification, provided by SCUSD. The district also provides a GATE coordinator and GATE training specialist who assist teachers with lesson design, formative assessment practices, and improving teaching by modelling lessons, co-teaching, observing instruction, and providing coaching and feedback.
- (b) High schools and middle schools in the district have teacher librarians whose role it is to develop effective library programs and to teach digital literacy to students. Teacher librarians also support teachers in the teaching of digital literacy. Elementary schools in the district have library media technicians who run library programs. SCUSD will be hiring a district librarian whose role will include providing guidance and professional learning to teacher librarians and library media technicians.

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD does not receive Title I, Part D funds.

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Teachers: The district provides professional learning opportunities to support teachers with standards implementation. SCUSD currently employs a cadre of (10) math, (9) ELA/ELD, (2) science, (1) Gifted and Talented Education (GATE) and (4) social emotional learning (SEL) training specialists. The training specialists provide coaching and feedback, conduct demonstration lessons, and work with teachers on lesson/unit and assessment planning. Much of the work of the training specialists has been around supporting teachers with the use of high quality tasks/texts and questions, academic discourse, and formative assessment practices. In addition, all teachers are provided early release time on Thursdays, for them to collaborate with their colleagues. This designated collaborative time is for teachers to learn more about the standards, design lessons, examine student work and address implications for teaching. Collaborative time is run by teachers and develops meaningful teacher leadership. The district adopted a new ELA/ELD curriculum in the 2019/20 school year, and has made available professional learning on the new curriculum available to all teachers. Moreover, professional learning modules based on the new curriculum were offered to all elementary schools and lesson study opportunities based on the new materials were offered to secondary teams of teachers. For NGSS implementation, the district has developed a mentor model, whereby teacher leaders based at school sites become science mentors. We have 12 science mentors who collaborate regularly with our science coordinator and 2 science training specialists on NGSS implementation at their individual school sites and across the district. For Social Emotional Learning (SEL) implementation, the district supports teacher's professional learning on creating a positive classroom culture, implicit bias, trauma informed practices, and restorative practices. Moreover, support is provided to teachers for explicit SEL curriculum instruction and the integration of social emotional learning with academics. Through school staff meetings, every teacher in the district has been provided with professional learning for meeting the needs of students with disabilities.

Induction: In SCUSD, all new teachers holding a preliminary credential are enrolled in our two-year job-embedded Induction Program. All new teachers holding an intern credential or Short-Term Staff Permit (STPS) are assigned a Support Provider through our Induction Office to provide support to meet the MOU with the intern program or until the Participating Teacher is enrolled in an intern program. The district currently has 125 support providers providing support to 312 Participating Teachers. The Support Provider creates opportunities to discuss and reflect on the teachers' instructional practice in relation to the California Standards for the Teaching Profession (CSTP). The Participating Teacher collaborates, develops and creates an Individual Learning Plan (ILP) with the support provider including a SMART Goal and CSTP standard which they will focus on to show growth towards mastery. In addition to working with the support provider, the ILP is shared with the current administrator for input and feedback regarding the goals and focus standard. The ILP is revisited and revised as needed at the end of each quarter after the initial submission. Participating Teachers participate in four Teaching Cycles a year (1 per quarter) to collaborate and receive feedback on lesson plans and lesson delivery from their assigned support provider in addition to the opportunity to reflect on their instructional practice formally. Interns complete two Teaching Cycles a year (1 per semester). The support provider provides opportunities for the activities above, the opportunity to reflect on day-to-day practices and struggles, a safe space to share and be heard during weekly support meetings. The support providers also attend seven support provider meetings throughout the year to receive Mentoring Matters professional learning, networking opportunities with other support providers, to reflect and improve on their practice as a support provider and receive

support to best meet the needs of our new teachers. At the end of the two-year Induction Program, upon completion of the required activities, Participating Teachers holding a preliminary credential may be recommended for a clear credential. Those participating as an intern will have met their Intern Program requirements at the completion of the two-year program and may be recommended for a preliminary credential by their intern program. Those holding a STPS will have support while working towards enrolling in an intern program. SCUSD Induction Program provides our beginning teachers with support and opportunities to be reflective and participate in continuous improvement of their instructional practice in their first couple of years teaching, which allows us to build capacity and retain our teachers for years to come.

At the end of each quarter, participating teachers complete a Google Form Survey providing feedback about the program, the meetings, support and their experience in regards to their progress towards mastery of the CSTPs and professional growth. We also have our support providers complete a Mid-Year Survey regarding the experience with their PTs for that year to help us understand areas we are successful in providing support and areas that may need to be addressed and/or revised to best meet the needs of our teachers. The results of the surveys are analyzed and compiled to share the feedback with the support providers as a large group and to share with our Advisory Committee. This information and feedback from support providers and the Advisory drive changes, adjustments and edits to our program to meet and support our teacher's needs.

School Leaders: SCUSD's capacity building for site leaders has occurred primarily through bi-monthly principals meetings. These meetings have been focused on the implementation of improvement science to improve student outcomes, professional learning on the new ELA/ELD curriculum, and professional learning on meeting the needs of students with disabilities. The academic office also supports site administrators individually with standards implementation in content areas such as math, ELA/ELD, science, PE and VAPA. Site leaders are also supported in the implementation of school climate initiatives such as positive behavior interventions and supports, trauma informed practices, restorative practices and schoolwide SEL. This individualized support and professional learning is designed to help school leaders improve school climate, reduce chronic absenteeism and reduce suspensions.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

All Title II funded activities are provided to all schools within the LEA, which includes schools that are eligible for CSI and ATSI.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD is involved in the implementation of improvement science across the district. Through the professional learning for teachers described above, both site leaders and training specialists are working with groups of teachers using improvement science methods and tools. Through the use of improvement science, teams of teachers, training specialists and site leaders are essentially answering three questions:

1. What is it that you are trying to accomplish? (How much, for whom, by when)
2. What changes might you try and why?
3. How will you know if a change is an improvement?

In answering these three questions, teams of teachers are setting up their own metrics of success for continuous improvement. Each team identifies data sources for the short, medium and long term. As an example, a long term measure could be SBAC results, a medium term measure could be a unit assessment, and a short term measure could be the specific change idea that teachers decided to try, such as how many students are drawing a picture to help solve a math problem. Each of these measures are decided upon locally by the teacher team trying out the change. The teacher team can then use the data to adapt their plans as needed.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD will provide ongoing, EL-specific professional learning opportunities to district leadership, principals and teachers. These opportunities are followed with job-embedded coaching, a research-based practice that increases the implementation of new learning.

Professional learning for teachers and instructional support staff will focus on the effective classroom implementation of integrated and designated ELD, using the newly adopted, standards-based ELA/ELD materials as a resource.

Teachers have the opportunity to learn new information on standards-based instruction and making core instruction comprehensible for ELs in a variety of ways: district workshops; collaborative planning time with training specialists (coaches), watching model lessons, engaging in lesson study, etc. However, new information is followed by job-embedded support, expectations for progress and some measurement of implementation. Teachers are also receiving ongoing professional learning on Universal Design for Learning (UDL) as a framework for tier 1 instruction for all students. UDL is designed to meet the needs of diverse students with diverse learning needs, including EL students.

Professional learning for *principals* will also focus on the effective implementation of ELD and UDL, but through a leader's lens:

- developing an understanding of integrated and designated ELD and UDL as tier 1 instruction.
- knowing what both types of ELD look like in the classroom
- supporting teachers to provide effective ELD and effective tier 1 instruction using UDL.
- monitoring progress in implementation

and will include opportunities for walkthroughs, video discussions, etc. Once evidence is collected, principals, instructional assistant superintendents and other district leadership participate in structured role-alike discussions, in which they review the evidence, discuss possible change ideas and implement improvement science to support continuous improvement.

District leadership will engage in professional learning that focuses on supporting principals in making ELD and UDL implementation more effective at their sites. This includes providing content that is parallel to the principals' and understanding the expectation of site administrators under EL law.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Our focus is on providing secondary newcomers (Immigrants) an increasing course selection that contains courses tailored to the need of newcomers. All secondary immigrant students receive

access to the core by virtue of being scheduled into standards-based core courses taught by teachers who are authorized to differentiate instruction for ELs and to teach ELD. ~~However, in schools where newcomer populations are sufficient to constitute their own cohort, we use Title III Immigrant funding to provide specialized courses, written specifically for students who have been in US schools for fewer than 2 years and staffed at a lower teacher: student staffing ratio than all other courses: 20:1 rather than 34:1. The specialized ELD courses which we are phasing in are US History, Government, Economics, Biology, Chemistry, Physics and Integrated Math 1. All newcomers will have a beginner ELD class or classes and may be enrolled in one or more of the specialized ELD courses. Title III funding will be used to reduce class size to 20:1.~~

Title III funding is also used to support additional tutoring for newcomers by classroom teachers.

The Matriculation and Orientation Center is specifically designed to support the parents of English learners through interpretation/translation of district-wide and school-wide documents and in the open enrollment process, participation in Board Meetings, DAC, CAC and DELAC, etc. for five languages (Spanish, Hmong, Cantonese, Vietnamese, Russian, Ukrainian, Pashto, and Dari). Many newcomers speak languages other than our "Big 5," so Title III funding is used to provide interpretation and translation, especially of foreign transcripts, so students can maximize the classes they've already completed in their country of origin.

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SCUSD provides a comprehensive educational program for English learners. Our systems for identifying, assessing, assigning instructional programs, monitoring and reclassifying are all in place; Therefore, Title III provides supplemental funding to enrich student's core program. The goals and activities of the EL program result from the needs assessment which is based on the analysis of multiple sources of data, predominantly student achievement data, by a variety of stakeholders. For example, the last time we were able to assess ELs' progress on CA's annual language proficiency exam, only 51% of SCUSD's ELs met expected progress. This led to our current focus, a coherent program of English language development using new, standards-based ELA/ELD materials adoption. Providing professional development on using effective ELD pedagogy with their new materials to classroom teachers in grades K-6 and English/ELD teachers in grades 7-12 is a primary focus. This professional development effort is carried out largely with Title III-funded instructional coaches who provide job-embedded coaching for teachers and principals in schools with high EL populations. The results of the ELPAC, the district's interim, curriculum-embedded assessments, teacher and principal surveys, and ELD implementation rubrics will be used to measure the effectiveness of our supplemental support to EL's educational programs. This is one example of how our district implements, administers, monitors and assesses supplemental services provided by Title III.

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district focus for English learners is on the effective classroom implementation of integrated and designated ELD, using the newly adopted, standards-based ELA/ELD materials as a resource. Our new adoption provides standards-based materials for the first time since the Common Core and CA ELD Standards were adopted.

In order to support adults in making the positive change for EL students outlined above, the majority of our Title III funding is focused on adult professional development—for teachers, principals, district leadership and parents. The professional development is ongoing; nearly all occurs in a cycle in which a new practice is implemented, reviewed (data), revised, and implemented again.

Our coaching model is rooted in the Quality Professional Learning Standards and by Jim Knight's, Instructional Coaching. SCUSD Training Specialists (TS) lead the PD work for identified school sites. They are instructional experts who guide and support the adult learning at each identified site to support their SPSA goals and DLI program goals. Their goal is to engage in meaningful content, active learning, support for collaboration, models for effective practice, coaching and expert support, and sustained duration of the learning. TSs use research-based practices to plan and coordinate teacher and principal professional development. This approach also involves analyzing student performance, artifacts such as writing samples, and other data to drive this professional learning. The structure for collaboration involves one-to-one learning, small group, or whole group (Vigotsky, 1978). TSs model effective instructional practices that include lesson videos, media presentations, or co-teaching in conjunction with the curriculum that aligns with the standards. A cycle of coaching involves observing and collecting data in the identified schools. Data will be analyzed with the entire ELD/ELA team. Based on the data collected and analyzed, the TS team will develop a professional learning plan tailored specifically for each school site. The TS will model the learning plan using research-based instructional strategies and create opportunities to debrief the training and/or classroom observations with school teams led by the principals. TSs create reflection and feedback processes to continue learning and improving as a team with the goal of implementing continued cycles of learning as the professional development is implemented at each site.

Additionally, all content area initiatives include English learner needs from the onset because the Academic Office has aligned their efforts to support this important group.

In grades K-12, the focus is on supporting classroom teachers and principals with the ELD materials for integrated and designated ELD from the adoption and providing job-embedded coaching to support effective implementation using Title III-funded instructional coaches.

In grades 9-12, an additional focus is on providing newcomer courses, designed especially to support their language learning needs while providing core instruction that will allow them to earn credits and graduate from high school, a-g ready. This year, we are implementing ELD support classes (a double period for newcomers) and ELD US History. Next year, we'll phase in ELD Biology and ELD Math I.

~~We are currently studying a pilot project for Long Term ELS (LTELS). Title III funding has paid for the teacher's extra time with a data analyst and some materials for the experimental course. If successful, Title III funding will be used to grow the model.~~

Title III also supports our State Seal of Biliteracy recipients and younger students enrolled in bilingual pathways. In 2021, 14.5% or 71/492 English learners received the Seal of Biliteracy.

We expect the percentage of our students making annual expected progress in English language proficiency to rise by 10 percentage points. We expect the percentage of students reclassified to rise by 9 percentage points. We expect to establish the baseline percentage of students performing at grade level based on ELA interim assessments when assessments are first administered next year.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Title IV application and plan was developed in consultation with SCUSD stakeholders. SCUSD staff met with parents and community members, including the District English Learner Advisory Committee, Community Advisory Committee, Principals, Teachers and various departments to review the requirements of Title IV as well as seek feedback on how to best utilize the funds. As a result, stakeholder groups provided guidance on the Title IV program activities and suggestions for revision of the finalize plan.

Our needs assessment indicates that in the Sacramento City Unified School District (SCUSD), the dropout rate for the 2017-18 school year was 8.68%. Moreover, during the 2017-18 school year, SCUSD had a chronic absence rate of 16.1%. This means that over 6,000 students missed 10% or more of enrolled school days, nearly a month of school over the academic year. As a result, SCUSD will use Title IV funds to develop systems and supports for students who are identified as academically low performing, chronically absent or who are in need of additional supports to be successful in school and beyond.

The following programs will be supported by our allocation of Title IV funds:

Access to well-rounded education approximately

To increase student attendance rates and student engagement, Title IV funds will supplement existing expanded learning programs. In conjunction with long-standing supplemental providers and community partners, our Youth Development department will increase student access to the follow programs across 62 of our elementary to high school sites:

- Arts and music programs
- Attendance promotion and incentives
- American Indian Education Program
- STEM

To further decrease the number of students who are at risk of dropping out of school our Youth Development department has instituted a Men's and Women's Leadership Academy. The Academy focuses on bringing together teachers, students, parents and community businesses and partners to provide the encouragement needed for 9th-12th graders to complete high school and enroll in college. We will evaluate the effectiveness of this program by tracking the attendance rates as well as the summative assessment data of the students who participate in the program to ensure that students have the widest array of options after graduation.

Additionally, the SCUSD will support the development of a Multi-Tiered System of Support (MTSS). This will include hiring an outside school climate consultant to memorialize the SCUSD MTSS work team's efforts to produce resource documents, support schools in developing process and procedures and help create district wide policy related to MTSS and intervention programs for low performing students. We will also provide staff with Positive Behavioral Interventions and Supports (PBIS) professional learning opportunities, as well as support the development of a Multi-Year plan to increase attendance. The objective is to increase students' academic achievement through timely interventions and services. This is be evaluated using multiple measures, which include attendance rate data, state and local assessment data and student/school level behavior reports generated by our Early Identification and Intervention System (EIS).

Approximately

In addition to developing systems to support students who are at risk of failing, chronically absent or students with behavior issues, we feel it vital to provide additional services to our students who are identified as foster youth or homeless. The district annually serves approximately 477 foster youth (currently 281 students) and 500 homeless (currently 257) students. As a result, Title IV funds will be used to supplement our targeted foster and homeless student case management program and academic interventions.

Support safe and healthy students approximately

In conjunction with long-standing supplemental providers and community partners, our Youth Development department will increase student access to the follow programs across 62 of our elementary to high school sites:

- Social Emotional Learning*
- Bullying Prevention*

The objective is to assist students in acquiring the skills necessary to understand and manage their own emotions and cope with adverse situations. We will evaluate the effectiveness of this program by tracking the attendance rates, pre and post survey data from participating students and student/school level behavior reports generated by our Early Identification and Intervention System (EIIS).

Improve the use of technology approximately

To improve the use of technology, SCUSD will provide additional summer professional learning opportunities that are focused on increasing our teachers' capacity to integrate social emotional learning as well as technology into the core curriculum. This professional learning opportunity deeply aligns to the needs of our students as well as the goals of our Local Control and Accountability Plan (LCAP). The objective is to build teachers' capacity in these areas. This will be evaluated through lesson plan collection, feedback from site leaders and state/local data assessment data.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1f

Meeting Date: October 6, 2022

Subject: Approve Resolution No. 3290: Resolution to Convey Utility Easement Entitlements to the Sacramento Municipal Utilities District for Hiram Johnson High School Athletic Fields

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facilities Support Services

Recommendation: Subsequent to Public Hearing Item 8.3, approve Resolution No. 3290, which Conveys Utility Easement Entitlements to the Sacramento Municipal Utilities District (SMUD) for Hiram Johnson High School athletic fields.

Background/Rationale: The District is renovating the Hiram Johnson High School athletic fields and SMUD has jurisdiction over the electrical distribution facilities to serve that site. SMUD requires a utility easement to provide electrical services to Transportation Services.

Pursuant to Education Code 17557, the District adopted Resolution No. 3285 at its September 15, 2022, Board of Education Meeting. Resolution No. 3285, declared the District's intention to convey certain District property located at 6879 14th Ave, Sacramento, CA 95820, to SMUD for a utility easement.

Pursuant to Education Code 17558, copies of the adopted Resolution No. 3041 are posted in three public places within the District and a Notice of Public hearing was published in the Sacramento Bee on September 27, 2022.

Financial Considerations: None

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Resolution No. 3290

Estimated Time of Presentation: N/A

Submitted by: Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3290

**RESOLUTION TO CONVEY UTILITY EASEMENT ENTITLEMENTS
TO THE SACRAMENTO MUNICIPAL UTILITIES DISTRICT
FOR HIRAM JOHNSON HIGH SCHOOL ATHLETIC FIELDS**

WHEREAS, the Sacramento City Unified School District (“District”) is in the process of renovating the Hiram Johnson High School athletic fields located at 6879 14th Ave, in the City of Sacramento; and

WHEREAS, the Sacramento Municipal Utilities District (“SMUD”) has jurisdiction regarding distribution facilities and requirements to serve Hiram Johnson High School (collectively, “facilities”); and

WHEREAS, SMUD requires a utility easement and related entitlements and requirements for the facilities (collectively, “utility entitlements”); and

WHEREAS, on September 15, 2022, the Board of Education adopted Resolution No. 3285, declaring its intention to convey utility easement entitlements with related facilities to SMUD and providing notice of a public hearing for adoption of this Resolution to convey such entitlements; and

WHEREAS, the SMUD facilities are necessary to support the Transportation Services.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct.
2. Adopts this Resolution conveying utility easement entitlements with related facilities to SMUD for Hiram Johnson High School athletic fields located at 6879 14th Ave, Sacramento, CA.
3. Authorizes the Superintendent, or his designee, to review and execute any and all easement entitlements with related facilities, including agreements and plans, to SMUD as necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of October, 2022, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education

Christina Pritchett
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1g

Meeting Date: October 6, 2022

Subject: **Approve Resolution No. 3291: Resolution of Intention to Convey Public Safety Easement Entitlements to the City of Sacramento for the Installation of a Fire Hydrant at Woodbine Elementary**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Facilities Support Services

Recommendation: Approve Resolution No. 3291, which provides notice of a Public Hearing and the adoption of the City of Sacramento Public Safety Easement Entitlements Resolution at its regularly scheduled Board Meeting on November 3, 2022 at 6:30pm.

Background/Rationale: The City of Sacramento is seeking to acquire a permanent Easement for an installation of a fire hydrant over a portion of Woodbine Elementary School, located at 2500 52nd Avenue, in the City of Sacramento. City staff in the Department of Utilities is proposing the project to enhance public safety by installing a Fire hydrant, which will provide adequate fire flows for fire suppression at Woodbine Elementary School. The existing private fire hydrant located at the elementary school was found to be inadequate. The new fire hydrant will be located within a new location at the frontage of the school's parcel.

Pursuant to Education Code 17557, the District must adopt a Resolution of Intention to dedicate or convey any District property prior to the adoption of a Resolution, which dedicates or conveys property and provide notice of a Public Hearing.

Financial Considerations: None

LCAP Goal(s): Operational Excellence

Documents Attached:

1. Resolution No. 3291

Estimated Time of Presentation: N/A

Submitted by: Rose F. Ramos, Chief Business Officer

Nathaniel Browning, Director of Facilities

Approved by: Jorge A. Aguilar, Superintendent

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 3291

RESOLUTION OF INTENTION TO CONVEY PUBLIC SAFETY EASEMENT ENTITLEMENTS TO THE CITY OF SACRAMENTO FOR THE INSTALLATION OF A FIRE HYDRANT AT WOODBINE ELEMENTARY

WHEREAS, the Sacramento City Unified School District (“District”) owns the property at Woodbine Elementary School located at 2500 52nd Avenue, in the City of Sacramento (“Property”); and

WHEREAS, The City of Sacramento is seeking to acquire a permanent easement (“Easement”) for the installation of a fire hydrant over a portion of the property along 52nd Avenue; and

WHEREAS, The existing private fire hydrant located at the Property was found to be inadequate; and

WHEREAS, pursuant to the Education Code, the District must adopt this Resolution of Intention, by a two-thirds vote, and establish a time at a subsequent Board meeting to hold a public hearing in order to consider adoption of a resolution, by the same vote, for the actual approval of the public access entitlements (the “The City of Sacramento Public Access Easement Entitlements Resolution”); and

WHEREAS, the City of Sacramento fire hydrant is necessary to improve public safety; and

WHEREAS, the City of Sacramento desires to acquire an area of approximately 135 square feet for said Easement for \$1,500.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct.
2. Pursuant to Education Code 17557, hereby determines that the Board will hold a public hearing and consider the adoption of The City of Sacramento Public Access Easement Entitlements Resolution at its regularly scheduled Board meeting on November 3, 2022 at 6:30 p.m., or as soon thereafter as the matter may be heard on the agenda.
3. Authorizes the Superintendent, or his designee, to provide notice of the Board meeting set forth above as required by law.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 6th day of October 2022, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTESTED TO:

Jorge A. Aguilar
Secretary of the Board of Education

Christina Pritchett
President of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1h

Meeting Date: October 6, 2022

Subject: Approve Revision of Board Policy (BP 5141.21) Administering Medication and Monitoring Health Conditions

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Student Support & Health Services

Recommendation: Approve revision to Board Policy 5141.21

Background/Rationale: SCUSD is in the process of adding another life-saving rescue medication to all our school sites, with the provision of Naloxone (NARCAN) nasal spray. It is important to know that all our school sites have a number of emergency and rescue measures at their disposal, including an automated external defibrillator machine (AED) to restart heart rhythms, epinephrine auto-injectors in the case of a severe allergic reaction, and now Naloxone nasal spray in the event of a suspected opioid overdose. Sacramento County has experienced over a hundred deaths due to opioid overdose, and this year the rates of death continue to increase. As individuals cope with the multiple traumas brought on or exacerbated by the Covid pandemic, substance use in general has increased. While SCUSD will take every action to educate our students about the dangers of substance use, we are also taking proactive measures to protect lives. Updates also include reference to parental administration of medical cannabis. The updates include language in the CSBA Gamut model policy.

Financial Considerations: None

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; and Operational Excellence

Documents Attached:

1. BP 5142.21 (Redlines)
2. BP 5142.21 (Clean)

Estimated Time of Presentation: N/A

Submitted by: Victoria Flores, Director Student Support & Health Services

Approved by: Jorge A. Aguilar, Superintendent

Policy 5141.21: Administering Medication And Monitoring Health Conditions **Status: ADOPTED**

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/2019 | **Last Reviewed Date:** 12/01/2019

~~The Governing Board recognizes that students may need to take prescribed medication during the school day in order to be able to attend school without jeopardizing their health.~~

~~When the district has received written statements from the student's physician and parent/guardian, designated personnel shall assist the student in taking the medication. In addition, upon written request, designated personnel may assist the student in monitoring, testing or other treatment of an existing medical condition. (Education Code 49423)~~

~~(cf. 3530—Risk Management/Insurance)~~

~~(cf. 5141.24—Specialized Health Care Services)~~

~~Upon written request by the parent/guardian and with the approval of the student's physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.~~

~~(cf. 5141.23—Infectious Disease Prevention)~~

~~Anaphylactic Injections~~

~~The Board recognizes that some students have allergies of such severity that they may require an emergency injection to prevent anaphylaxis during the course of the school day. Parents/guardians who are aware of this foreseeable need may ask the district to administer such injections in accordance with administrative regulations.~~

~~School staff who may be required to administer injections to prevent anaphylaxis shall receive training from qualified medical personnel. They will be authorized to administer the injections in accordance with administrative regulations and will be afforded appropriate liability protection.~~

~~(cf. 5141—Health Care and Emergencies)~~

~~The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.~~

~~Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.~~

~~For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on~~

their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

OPTION 1: The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

The decision to allow administration of medical cannabis must be made by either a 504 Team or IEP team, in consultation with the District's Health Services Department. In addition, the student's parent/guardian must sign a waiver stating they are aware of and voluntarily assume all risks associated with the administration of medical cannabis.

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

Student who ingest medicinal cannabis at a school site in compliance with this Board Policy shall not be suspended or recommended for expulsion for being under the influence of medicinal cannabis. (Education Code 48900)

OPTION 2: Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

END OF OPTION 2

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication

receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel
Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973, Section 504
Management Resources	Description

American Diabetes Association Publication	Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	American Diabetes Association
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information
Website	California Department of Education, Health Services and School Nursing
Website	CSBA

Cross References

Code	Description
3513.4	Drug And Alcohol Free Schools
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development
4319.43	Universal Precautions
4319.43	Universal Precautions
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5125	Student Records

5125	<u>Student Records</u>
5131.62	<u>Tobacco</u>
5131.62	<u>Tobacco</u>
5141	<u>Health Care And Emergencies</u>
5141	<u>Health Care And Emergencies</u>
5141.22	<u>Infectious Diseases</u>
5141.22	<u>Infectious Diseases</u>
5141.23	<u>Asthma Management</u>
5141.23	<u>Asthma Management</u>
5141.24	<u>Specialized Health Care Services</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5145.6	<u>Parental Notifications</u>
5145.6-E PDF(1)	<u>Parental Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6163.2	<u>Animals At School</u>
6163.2	<u>Animals At School</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>

Policy 5141.21: Administering Medication And Monitoring Health Conditions Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 10/06/222 | **Last Reviewed Date:** 10/06/2022

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should be able to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing parents/guardians to administer medication to their child at school, designate other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

The parent/guardian of a student who is a qualified patient pursuant to Health and Safety Code 11362.7-11362.85 may administer medicinal cannabis, excluding medicinal cannabis or cannabis products in a smokeable or vapeable form, to the student at a school site. School personnel are not authorized to administer medicinal cannabis to a student. (Education Code 49414.1)

The decision to allow administration of medical cannabis must be made by either a 504 Team or IEP team, in consultation with the District's Health Services Department. In addition, the student's parent/guardian must sign a waiver stating they are aware of and voluntarily assume all risks associated with the administration of medical cannabis.

Before administering medicinal cannabis at a school site, the parent/guardian shall provide to the principal or designee a valid written medical recommendation for the student to be given medicinal cannabis, which shall be kept on file at the school. The parent/guardian shall sign in at the school site before administering the medication, and shall not administer the medication in a manner that disrupts the educational environment or exposes other students. After the parent/guardian administers the medication, the parent/guardian shall remove any remaining medicinal cannabis from the school site. (Education Code 49414.1)

Student who ingest medicinal cannabis at a school site in compliance with this Board Policy shall not be suspended or recommended for expulsion for being under the influence of medicinal cannabis. (Education Code 48900)

The Superintendent or designee shall collaborate with city and county emergency responders, including local

public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual.

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 600-611	Administering medication to students
Bus. Code 2700-2837	Nursing
Bus. Code 3500-3546	Physician assistants
Bus. Code 4119.2	Acquisition of epinephrine auto-injectors
Bus. Code 4119.8	Acquisition of naloxone hydrochloride or another opioid antagonist
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49407	Liability for treatment
Ed. Code 49408	Student emergency information
Ed. Code 49414	Emergency epinephrine auto-injectors
Ed. Code 49414.3	Emergency medical assistance; administration of medication for opioid overdose
Ed. Code 49414.5	Providing school personnel with voluntary emergency training
Ed. Code 49422-49427	Employment of medical personnel

Ed. Code 49423	Administration of prescribed medication for student
Ed. Code 49423.1	Inhaled asthma medication
Ed. Code 49480	Continuing medication regimen; notice
H&S Code 11362.7-11362.85	Medicinal cannabis

Federal

20 USC 1232g	Description Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
21 USC 812	Schedule of controlled substances
21 USC 844	Penalties for possession of controlled substance
29 USC 794	Rehabilitation Act of 1973, Section 504

Management Resources

American Diabetes Association Publication	Description Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
American Diabetes Association Publication	Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
American Diabetes Association Publication	Program Advisory on Medication Administration, 2005
American Diabetes Association Publication	Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015
Court Decision	American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
National Diabetes Education Program Publication	Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003
Website	American Diabetes Association
Website	National Diabetes Education Program
Website	U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information
Website	California Department of Education, Health Services and School Nursing
Website	CSBA

Cross References

Code	Description
3513.4	Drug And Alcohol Free Schools
4119.43	Universal Precautions
4119.43	Universal Precautions
4131	Staff Development
4219.43	Universal Precautions
4219.43	Universal Precautions
4231	Staff Development

4319.43	<u>Universal Precautions</u>
4319.43	<u>Universal Precautions</u>
5022	<u>Student And Family Privacy Rights</u>
5022	<u>Student And Family Privacy Rights</u>
5113	<u>Absences And Excuses</u>
5113	<u>Absences And Excuses</u>
5113.1	<u>Chronic Absence And Truancy</u>
5113.1	<u>Chronic Absence And Truancy</u>
5125	<u>Student Records</u>
5125	<u>Student Records</u>
5131.62	<u>Tobacco</u>
5131.62	<u>Tobacco</u>
5141	<u>Health Care And Emergencies</u>
5141	<u>Health Care And Emergencies</u>
5141.22	<u>Infectious Diseases</u>
5141.22	<u>Infectious Diseases</u>
5141.23	<u>Asthma Management</u>
5141.23	<u>Asthma Management</u>
5141.24	<u>Specialized Health Care Services</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5141.27	<u>Food Allergies/Special Dietary Needs</u>
5141.6	<u>School Health Services</u>
5141.6	<u>School Health Services</u>
5145.6	<u>Parental Notifications</u>
5145.6-E PDF(1)	<u>Parental Notifications</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6163.2	<u>Animals At School</u>
6163.2	<u>Animals At School</u>
6164.6	<u>Identification And Education Under Section 504</u>

